

FINAL



THE PUTNAM COUNTY SOLID WASTE COLLECTION AND DISPOSAL DISTRICT

REQUEST FOR PROPOSALS

RFP# 2015-SWCC

COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

2509 Crill Avenue, Suite 200
Palatka, FL 32177

SANITATION DIVISION
(386) 329-1200

LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 2015-SWCC) COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

The Putnam County Solid Waste Collection and Disposal District (the "District"), acting through the Board of County Commissioners of Putnam County, Florida (the "County") is accepting sealed proposals from qualified firms that wish to collect solid waste and recyclable materials. Pursuant to the Request for Proposals ("RFP"), the District intends to award an exclusive franchise agreement authorizing the collection of certain types of solid waste and recyclable material from the County's residents. Any firm interested in submitting a proposal must comply with the requirements contained in the RFP.

PROPOSAL SUBMISSION

Each Proposer must submit one (1) original of their proposal, plus nine (9) copies, and one (1) electronic copy on a computer disk or flash drive. Each proposal must be delivered to the County Administrator's Office, which is located at 2509 Crill Avenue, Suite 200, Palatka, Florida 32177, on or before **2:00 p.m. (local time) on June 5, 2015**. Proposals received after this time will not be considered and no time extensions will be granted. Delivery of a proposal to a County office, receptionist, or personnel other than the County Administrator's Office is not sufficient to comply with the requirements in this solicitation. After the proposals are received, the names of the proposers will be announced.

Each proposal must be delivered in a sealed envelope or package. Each proposal and each envelope/package must be labeled on the outside with (a) the Proposer's name and business address and (b) the name of this RFP, as follows:

COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS – RFP# 2015-SWCC

Copies of the RFP and related documents may be obtained by visiting the County's website, <http://www.putnam-fl.com>, or by contacting the Solid Waste Director, Larry Gast, at (386) 329-1200 or larry.gast@putnam-fl.com.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference will be held on **May 6, 2015 at 2:00 p.m. (local time)** in the County Commission Meeting Room, which is located at 2509 Crill Avenue, Suite 100, Palatka, Florida 32177.

SELECTION COMMITTEE

A Selection Committee will meet to discuss the proposals submitted in response to the RFP. The dates and times of the meetings will be determined in the future. Public notice will be given in advance of the meetings.

INFORMATION

For information concerning this Request for Proposals, contact Larry Gast, Solid Waste Director, at (386) 329-1200, or larry.gast@putnam-fl.com.

ACCEPTANCE AND REJECTIONS

The District reserves its right to reject any or all proposals, with or without cause; to cancel the RFP; to re-solicit the services; to waive any or all irregularities with regard to the specifications; to issue addenda that revise the specifications in the RFP; and to make the award to the firm offering the best value or greatest advantage to the District.

COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

PROPOSED TIMELINE

1. **TIMELINE:** The following Timeline gives the anticipated date and time (where applicable) for major activities involving this RFP. All of these dates and times are subject to change. The District will provide public notice of any changes to the Timeline by issuing written addenda.

EVENT	TIME	DUE DATE	LOCATION
Request For Proposals (RFP) is Advertised and Cone of Silence takes effect	N/A	April 29, 2015	Florida Times Union and Putnam County Website
Mandatory Pre-Proposal Conference for Vendors	2:00 p.m. (local time)	May 6, 2015	County Commission Meeting Room 2509 Crill Avenue, Suite 100 Palatka, Florida 32177
Deadline for Questions and Comments from Proposers to be delivered	2:00 p.m. (local time)	May 15, 2015	Sanitation Department 140 County Landfill Road Palatka, Florida 32177
Deadline for Delivering Proposals	2:00 p.m. (local time)	June 5, 2015	County Administrator 2509 Crill Avenue, Suite 200 Palatka, Florida 32177
Selection Committee Meetings	TBD	TBD	TBD
Posted Notice of Intended Award	TBD	TBD	Putnam County Website
Contract Award	June 23, 2015	TBD	County Commission Meeting Room 2509 Crill Avenue, Suite 100 Palatka, Florida 32177

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SECTION 1: TERMS AND CONDITIONS

1.1 INTRODUCTION

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified companies that wish to collect certain types of Solid Waste and Recyclable Material in Putnam County, Florida, pursuant to an exclusive franchise agreement. These Collection Services currently are provided by a private company pursuant to a contract that will expire on September 30, 2015. Under the RFP, the District intends to award a new franchise agreement (i.e., contract) for Collection Services, which shall begin on October 1, 2015. The franchise agreement will expire on September 30, 2022. It may be renewed and extended for up to an additional six (6) years (two 3-year renewal terms). All of the Solid Waste and Recyclable Material collected pursuant to this RFP shall be delivered to the Solid Waste Management Facility operated by the County.

Section 1 of this RFP describes the general terms and conditions that will apply to this RFP. Section 2 of this RFP describes the minimum qualifications for any Person wishing to submit a proposal in response to this RFP. Section 3 of this RFP provides instructions for preparing a proposal in response to this RFP. Section 4 contains the forms that must be submitted with a proposal. Section 5 contains the Exclusive Franchise Agreement (“Agreement”) that will be executed by the Proposer selected to serve as the Contractor.

1.2 DEFINITIONS

Most of the capitalized words in this RFP are defined in the Agreement. A few additional definitions are contained in this Section 1.2, as follows:

- A. “Comparable” shall mean of similar scope, in terms of the services provided, and of similar size, as measured in Dwelling Units for Residential Service.
- B. “Contractor” shall mean the Person that provides Collection Services pursuant to the Agreement.
- C. “Current” or “Currently” shall mean as of the deadline for delivering proposals to the County.
- D. “Exclusive Contract” shall mean a contract executed by a city, county, or other governmental entity, which gives the Proposer the exclusive right to collect Solid Waste or Recyclable Material in a designated geographic area.
- E. “Optional Benefits” means additional benefits or services that a Proposer is willing to offer to the District, which are in addition to the benefits and services that must be provided under this RFP and the Agreement.
- F. “Qualifying Residential Contract” shall mean a Current contract that meets the minimum criteria in this RFP for the collection of Garbage and Solid Waste from single and multi-family homes.
- G. “Successful Proposer” means the Proposer that is selected to provide Collection Services pursuant to this RFP. In the Agreement, the Successful Proposer is referred to as the Contractor. For the purposes of this RFP, the terms “Successful Proposer” and “Contractor” are synonymous.

1.3 EXCLUSIVE FRANCHISE AGREEMENT

The County has prepared an Exclusive Franchise Agreement that is contained in Section 5 of this RFP. The Agreement describes the scope of work that is contemplated in this RFP. The Agreement also contains the specific terms and conditions that will govern the Successful Proposer/Contractor. Each Proposer should carefully review the Agreement before submitting a proposal in response to this RFP.

Each Proposer should base its proposal on the assumption that the Successful Proposer will be required to execute the Agreement, subject to all of the terms and conditions in the Agreement. The County will reject any proposal that is conditional or based on alternate contractual provisions. The County is under no obligation to revise the Agreement. Therefore, each Proposer should assume that no changes to the Agreement will be made after responses to this RFP are received, except for the correction of scrivener's errors and the incorporation of relevant information, such as the Contractor's name and prices.

After a proposal is submitted, the District will not approve any request for an increase in the Proposer's prices ("Rates") for Collection Services, unless the District requests new or additional services that are not required under the Agreement. A Proposer shall not be granted an increase in its Rates in cases where the Proposer's request for an increase results from the Proposer's failure to review or understand the requirements in the Agreement. If a Rate increase is requested under such circumstances, or if a Proposer refuses to sign the Agreement until it receives a Rate increase, the District may terminate its discussions with that Proposer, exercise its rights under the Proposer's Proposal Bond, and award the Agreement to a different Proposer.

Each proposal must be based on the requirements in the Agreement, but a Proposer may enhance its proposal by offering to provide Optional Benefits to the District. The Optional Benefits may consist of anything the Proposer wishes to offer. For example, a Proposer may offer to improve the District's Recycling program or offer to provide public education programs concerning Solid Waste issues. Any offer to provide Optional Benefits must be based on, and in addition to, the requirements imposed on the Proposer by this RFP and the Agreement. The District will reject any offer of Optional Benefits that involves a relaxation of the requirements in the RFP or Agreement. If a Proposer wishes to offer Optional Benefits, the Proposer shall identify the additional costs, if any, that must be paid by the District to receive the Optional Benefits. If the Successful Proposer offers Optional Benefits in its proposal, the Successful Proposer's offer will be incorporated into the contractual obligations contained in the Agreement.

The Contractor will have the right to use the Recycling Building located at the Central Landfill (which includes a maintenance area) at no cost. If the Contractor uses the Recycling Building, the Contractor will be responsible for all maintenance and repair (including capital items) of the Recycling Building and all related utilities, including the water system and the septic system associated therewith.

The Successful Proposer will be required to pay the District a share of the revenue it derives from the sale of Recyclables pursuant to Section 41 of the Agreement.

The Agreement (Section 3.3) allows the District to terminate the District's Recycling program on October 1 of any Operating Year beginning on or after October 1, 2022. The termination of the District's Recycling program will not require the Contractor to terminate its use of the Recycling Building.

All Commercial Waste and Recyclable Materials collected by the Contractor within the Service Area shall be delivered to the Solid Waste Management Facility operated by the County. However, the Agreement does not govern or change the terms of any existing agreement between a Commercial Customer and the Successful Proposer.

1.4 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference for this RFP will be held at 2:00 p.m. on May 6, 2015. The meeting will be held in the County Commission Meeting Room, located at 2509 Crill Avenue, Suite 100, Palatka, Florida 32177.

All Proposers must attend the mandatory pre-proposal conference. All Proposers must remain in attendance until the conclusion of the conference. The County will not accept proposals from anyone that does not attend the mandatory pre-proposal conference. Each Person attending the pre-proposal conference shall be required to sign in and identify the vendor that the Person is representing. Only the vendors identified on the sign-in sheet will be allowed to submit a proposal pursuant to this RFP. Any Person attending the pre-proposal conference should bring a copy of this RFP with them. Additional copies of the RFP will not be available at the pre-proposal conference.

At the pre-proposal conference, representatives of the County will be available to answer questions and explain the intent of this RFP. The County will attempt to respond to any questions or comments about the RFP that are presented to the County during or before the pre-proposal conference. After the pre-proposal conference, the County will accept written questions and comments concerning this RFP, but only until the deadline established in Section 1.5 below. The County will prepare a written response to each written question that is delivered to the County prior to the deadline for the submittal of such questions. Any such written responses will be issued in an addendum to this RFP.

1.5 INQUIRIES AND COMMENTS CONCERNING THIS RFP

All Proposers shall carefully examine this RFP, including the forms and the Agreement. If a Proposer discovers any ambiguities or inconsistencies in any aspect of this RFP, the Proposer shall immediately notify the County's Solid Waste Director, Larry Gast, at (386) 329-1200, or larry.gast@putnam-fl.com, in writing about the ambiguity or inconsistency.

No later than **2:00 p.m. on May 15, 2015**, each Proposer shall deliver to the County all of the Proposer's (a) questions concerning the intent, meaning and interpretation of this RFP, including the Agreement and (b) comments and recommendations concerning potential changes to the terms of this RFP, including the Agreement. Each Proposer shall be deemed to have waived all questions, comments, and recommendations that are not submitted to the County in compliance with this Section 1.5. A Proposer's questions and comments may be delivered by hand, mail, e-mail, or fax, but all such submittals shall be in writing and addressed to:

Larry Gast
Solid Waste Director
140 County Landfill Road
Palatka, Florida 32177
Facsimile: (386) 329-0486
E-mail: larry.gast@putnam-fl.com

1.6 NO ORAL INTERPRETATIONS OF RFP

No Person is authorized to give oral interpretations of, or make oral changes to, this RFP. Therefore, oral statements about the RFP by the County's representatives will not be binding on the County and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be made available to all Proposers that attend the mandatory pre-proposal conference. A Proposer can only rely upon those interpretations of, or changes to, this RFP that are issued by the County in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the County, its agents, or employees.

1.7 REVIEWING THE RFP AND ADDENDA

Each Proposer should closely examine all of the documents and requirements in this RFP. It is the sole responsibility of the Proposer to ensure that he or she has received all of the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format.

If revisions to this RFP become necessary, the County will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as nonresponsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal (see Form 7 in Section 4 of the RFP). Addenda may be downloaded from <http://www.putnam-fl.com>. The County provides its website as a courtesy only and assumes no responsibility for errors or omissions in its website that may affect a proposal submitted in response to this RFP.

Each Proposer should check the County's Webpage no more than five (5) calendar days prior to the deadline for submitting proposals to determine whether any addenda have been issued. No addendum will be issued less than five (5) calendar days before the date for submitting proposals, except an addendum withdrawing the RFP or postponing the deadline for the submittal of proposals.

1.8 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS

The specific requirements for preparing a proposal are set forth in Section 3 of this RFP. By submitting a proposal, the Proposer agrees to be subject to all of the terms and conditions specified herein.

Each proposal, including all copies, shall be submitted in a sealed, opaque envelope or package, which shall be labeled on the outside with the following information: (a) the Proposer's name and business address, and (b) the name of this RFP ("Collection of Solid Waste and Recyclable Materials – RFP# 2015-SWCC").

1.9 DEADLINE FOR DELIVERY OF PROPOSALS

Proposals must be delivered to the County Administrator's Office, 2509 Crill Avenue, Suite 200, Palatka, Florida 32177, before **2:00 p.m. on June 5, 2015**. It is the Proposer's sole responsibility to ensure that its proposal is complete and delivered at the proper place before the deadline. Proposals that are not delivered before the deadline will not be considered. Such proposals will be returned unopened. Proposals submitted by facsimile, telephone, or electronic means will **not** be accepted. A proposal may **not** be altered by the Proposer after the deadline for submitting

proposals.

1.10 SCHEDULE AND DEADLINES FOR RFP

A summary schedule of the major activities associated with this RFP is presented on page C above. The County, in its sole discretion, may modify the schedule as it deems appropriate, and will provide notification of any changes to the schedule by issuing written addenda.

1.11 EVALUATION OF PROPOSALS BY SELECTION COMMITTEE

The proposals submitted in response to this RFP will be reviewed and evaluated by the County's Selection Committee, which will be comprised of County employees designated by the County Commission. The review process will be conducted in two phases. In Phase One, the Selection Committee will determine whether each Proposal is responsive. For the purposes of this RFP, a responsive Proposer means a Person that has submitted a proposal that conforms in all material respects to the requirements in the RFP. Accordingly, in Phase One, the Selection Committee will determine whether each Proposer correctly submitted and completed all of the necessary forms, documents, and information.

In Phase Two of the review process, the Selection Committee will determine whether each Proposer is responsible. For the purposes of this RFP, a responsible Proposer means a Person that (a) has the capacity in all respects to fully perform the contract requirements and (b) has the integrity and reliability that will ensure good faith performance.

In Phase Two, each proposal will be evaluated in light of the following factors:

1. The experience and qualifications of the Proposer.
2. The Proposer's prior performance when providing similar services.
3. The adequacy of the Proposer's equipment, personnel, resources, and plans for providing the services required under the Agreement.
4. The responsiveness and completeness of the Proposer's proposal.
5. Any other relevant information concerning the Proposer's ability to provide outstanding service, value, and other benefits that are consistent with the best interests of the District, including Optional Benefits.
6. The cost of the Proposer's services.

At any time during Phase One and Phase Two, the County may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the County with any additional information reasonably requested by the County. The County shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action it deems necessary to fairly evaluate a proposal.

At any time during Phase One and Phase Two, the County may reject a proposal if it concludes the Proposer is not qualified -- i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP.

During Phase Two, the Selection Committee will rank all responsive and responsible Proposers, based on the six (6) factors identified above. The Selection Committee shall rank and recommend, in order of preference, the Proposers whose proposals are deemed to be the most advantageous to the District.

At its option, the Selection Committee may allow one or more of the Proposers to make a

presentation to the committee. Any presentation will be held in private, in accordance with Section 286.0113, Florida Statutes. The Selection Committee may choose to postpone the ranking of the Proposers until presentations are made to the Committee. If presentations are allowed, the Selection Committee shall perform a ranking of the Proposers after the presentations are completed. The Selection Committee will present its rankings and recommendations to the District for approval and the award of the contract.

Please note that the Selection Committee and the District may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFP.

1.12 AWARD OF CONTRACT

As soon as practicable after the Selection Committee completes its assessment of the proposals, the Selection Committee's recommendations shall be presented to the District at a duly noticed public meeting. The District reserves its right to make all final decisions regarding this RFP, including the final decision to award the Agreement to a Proposer. The District may exercise any one of the following options:

- (a) It may approve the award of the work to the Proposer that received the highest ranking by the Selection Committee;
- (b) It may reject all of the proposals, based on any reason it deems sufficient;
- (c) It may defer the award of the work until the Selection Committee reconsiders its recommendation in light of new information; or
- (d) It may conduct its own evaluation and ranking of the proposals.

It is anticipated that the District will award the work to the Proposer that submits the best overall proposal, based on the District's determination of the best interests and the best overall value for the District. The District shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposers' respective abilities to satisfactorily perform the work specified in the RFP, and all other related matters.

After the Successful Proposer is selected, the Successful Proposer shall provide the required insurance certificates, Performance Bond, and parent corporation guarantee. Thereafter, the Successful Proposer and the District's designated representative shall promptly execute the Agreement. If the highest ranked Proposer fails to comply with the requirements herein, the District may award the Agreement to the next highest ranked Proposer.

1.13 ACCEPTANCE OR REJECTION OF PROPOSALS

The County and the District reserve the exclusive right to:

- reject any and all proposals that fail to satisfy the requirements and specifications in this RFP;
- accept the proposal which, in the judgment of the District, is the best overall proposal;
- reject any and all non-responsive proposals;
- waive minor irregularities in any proposal;

- issue addenda or otherwise revise the requirements in this RFP;
- reject all proposals, with or without cause;
- issue requests for new proposals;
- cancel this RFP; and
- extend or renew the franchise agreement with the current contractor.

The County shall decide, in its sole discretion, whether to reject a proposal as non-responsive. Among other things, a Proposal may be found to be non-responsive if the Proposer: failed to provide the information requested in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

The County may reject a proposal for any reason that it deems sufficient. For example, it may reject one or more proposals if: the Proposer misstates or conceals any material fact in their proposal; the proposal does not conform to the requirements of Applicable Law; the proposal is subject to conditions or qualifications; a change occurs that makes this RFP unnecessary; a Person submits more than one proposal under the same or different names; a Proposer fails to perform satisfactorily or meet its financial obligations on previous contracts; the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the County concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work if this RFP is re-advertised.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If a Proposer is involved in more than one proposal for the same work, the County may reject all proposals in which such Proposer is believed to be involved.

The County may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the County concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the County may reject all proposals in which such Proposers are involved. Any and all compromised proposals will be rejected if there is reason to believe that collusion exists between Proposers.

1.14 LIMITATIONS ON PROPOSER'S RIGHTS

By submitting a proposal, each Proposer acknowledges and agrees that the submittal of a proposal constitutes a binding offer by the Proposer and the offer shall not be withdrawn for at least one hundred eighty (180) days after the proposal is delivered to the County. Further, by submitting a proposal, each Proposer acknowledges and agrees that: (a) no enforceable contract will arise between the District and the Proposer unless the District signs the Agreement with the Proposer; (b) no action will lie against the District to compel it to execute the Agreement or any other contract at any time; (c) the District is not obligated to award its Agreement to the Proposer that offers the lowest prices; (d) the District shall be the sole judge of the procedure used to select the best proposal, and the determination of which proposal is most advantageous to or in the best interests of the District; and (e) each Proposer waives any and all claims it may have to damages,

lost profits, costs, expenses, attorneys' fees, or other injuries if the District decides it will not sign the Agreement with the Proposer or Successful Proposer.

1.15 MISTAKES

Proposers are expected to carefully examine the specifications in this RFP. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of arithmetic error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. Proposals having erasures or corrections must be initialed in **blue** ink by the Proposer. Failure to do so may result in the rejection of the proposal.

1.16 LIMITED OR CONDITIONAL PROPOSALS

The County will not accept additional terms or conditions that a Proposer includes with its proposal. A Proposer shall not attempt to limit, restrict, or qualify its proposal. A Proposer's adjustments, changes to, or deviations from the RFP will not be accepted. Any and all such terms, conditions, limitations, and qualifications shall have no force and effect. However, as noted in Section 1.3 above, a Proposer may offer Optional Benefits to the District.

1.17 CONFLICTS OF INTEREST

The award is subject to all applicable conflict of interest provisions found in Chapter 112, Part III, Florida Statutes. Each Proposer must complete the Conflict of Interest Statement that is attached hereto as Form 14. The Proposer's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the County.

Each Proposer must disclose the name of any officer, director, agent, or employee of the Proposer, or any relative of an officer, director, agent, or employee of the Proposer, that is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries or affiliates. No Proposer may own or have a financial interest in more than ten percent (10%) of any other Proposer, regardless of whether such ownership is direct or through a parent, subsidiary or holding company or any other business entity.

1.18 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws, or justify an increase in the Rates paid to the Contractor under the Agreement.

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the County's Solid Waste Director.

1.19 PUBLIC ENTITY CRIMES

Pursuant to F.S. 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a

contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes. See Form 5.

1.20 ANTI-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination. The Successful Proposer will be prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

1.21 LITIGATION CONCERNING THE RFP AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Putnam County, Florida.

1.22 ADVERTISING

By submitting a proposal, each Proposer agrees not to use the results of said submittal as a part of any advertising or Proposer-sponsored publicity without the express prior written approval of the County.

1.23 INSPECTION OF PROPOSER'S FACILITIES

The County reserves its right to inspect the Proposer's facilities at any reasonable time, during normal working hours, to determine whether the Proposer has a bona fide place of business and is a responsible Proposer. The Successful Proposer/Contractor will be required to maintain within the County an office and a repair facility in which routine repairs to its fleet can be made.

1.24 NEW GOVERNMENTAL RESTRICTIONS

In the event that a Change in Law occurs before the proposals are delivered to the County, and the Change in Law would necessitate the alteration of the performance of the services requested in this RFP, it shall be the responsibility of the Proposer to notify the County at once. The County reserves the right to accept the alteration or to cancel the RFP process.

1.25 PUBLIC RECORDS

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Public Records Law (Chapter 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer

shall cite the specific section of the law creating the exemption for such information. The County reserves its right to make all determinations concerning the applicability of the Public Records Law to any documents submitted in response to this RFP. The County shall have no liability to a Proposer for the public disclosure of any material submitted to the County in response to this RFP, including but not limited to the disclosure of financial information submitted with a proposal.

1.26 DRUG-FREE WORKPLACE

Each Proposer must certify that it has a Drug-Free Workplace (“DFW”) program. Each vendor must complete and submit the attached DFW form (Form 10) with its proposal.

1.27 FUNDING IS CONTINGENT

The obligations of the County and the District under this RFP and the Agreement are subject to the availability of funds lawfully appropriated for such purposes.

1.28 PERFORMANCE DURING EMERGENCY

By submitting a response to the RFP, each Proposer agrees and promises that during and after a public emergency, disaster, hurricane, flood, or similar event, the District shall be given “first priority” for all services required under the Agreement. Proposer agrees to provide its services to the District during and after the emergency on the same terms, conditions, and prices provided in the Agreement. The Contractor’s work hereunder shall have priority over the Contractor’s work for members of the private sector.

1.29 TAXES

The County is exempt from federal excise and state sales taxes. Vendors and contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the County. Vendors/Contractors shall not be authorized to use the County’s tax exemption number when securing such materials.

1.30 PROPOSAL BOND / SECURITY

Each proposal must be accompanied by a cashier's check, certified check, money order, or proposal bond in the amount of Fifty Thousand Dollars (\$50,000). The check or bond shall be made payable to Putnam County, Florida.

If the Successful Proposer fails or refuses to execute the Agreement or provide the necessary certificates of insurance, parent corporation guarantee, or Performance Bond following award, within the timeframes set forth herein, the County shall retain the entire check/proposal bond and disqualify the Proposer.

Except as provided in the preceding paragraph, the check/proposal bond submitted by an unsuccessful Proposer will be returned when the District executes a contract with the Successful Proposer or rejects the Proposer’s proposal, whichever occurs first.

1.31 DISPUTES AND PROTEST PROCEDURES

The County’s Ordinance regarding bid protests is available upon request.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor.

1.32 COMPETENCY TO CONTRACT

By submitting a proposal, each Proposer expressly recognizes, acknowledges, and agrees that: (a) the District is a legally constituted entity – i.e., a Special District created pursuant to Chapter 125, Florida Statutes; (b) the District has the lawful authority to enter into exclusive franchise agreements for the Collection of Solid Waste and Recyclable Materials within the District; and (c) the Proposer waives any claims or causes of action regarding the District's competency or legal authority to enter into exclusive franchise agreements concerning the Collection of Solid Waste and Recyclable Material.

1.33 [RESERVED]

1.34 LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE

A cone of silence shall be imposed from the time of advertisement and shall remain in effect until the District awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the governing body of the District, the County Commission or their staff, the County Administrator, any employee of the County authorized to act on behalf of the County in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation. Failure to abide by this provision may serve as grounds for disqualification of the award of the contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the County Commission or the District, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with the County as may be permitted by the competitive solicitation.

1.35 PROHIBITION ON PERSONS WITH OUTSTANDING OBLIGATIONS TO MUNICIPALITIES (CLEAN HANDS POLICY)

No proposal shall be accepted from, nor will any contract be awarded to, any Person that is in arrears to the County for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to the County, or who is deemed irresponsible or unreliable by the County. The County will be the sole judge of said determination.

1.36 PROHIBITION ON SCRUTINIZED COMPANIES

As provided in Section 287.135, Florida Statutes, by entering into any agreement with the

District, or performing any work in furtherance hereof, the Successful Proposer/ Contractor certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the County determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

1.37 LOCAL PREFERENCE POLICY

Any Proposer that believes it may be eligible for a local preference must request this in Chapter 22 of its proposal.

1.38 EXAMINATION OF THE SITE OF THE WORK

By submitting a proposal to do the work required under this RFP and the Agreement, the Proposer certifies that: (a) it has completed a careful inspection of the areas where it will work under the Agreement and (b) the Proposer is fully informed concerning: (1) the requirements of this RFP; (2) the conditions to be encountered when performing the work; (3) the quality and quantity of service to be performed; (4) the materials and equipment to be furnished; and (5) all relevant facts concerning the RFP and the services to be provided. The Proposer will not be entitled to additional compensation if the Proposer subsequently discovers that the conditions require personnel, methods, or equipment other than those anticipated by the Proposer when submitting its proposal. The Proposer's negligence or inattention when determining the conditions prior to submitting its proposal, or in any phase of the performance of the work, shall not be grounds for requiring the County or the District to pay any compensation for additional work caused by such negligence or inattention. Submission of a proposal will serve as prima facie evidence that the Proposer has examined the Agreement and the Service Area and is fully aware of all conditions affecting the provision of the required Solid Waste Collection Services.

1.39 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The County shall not be liable for any expenses incurred by the Proposer when responding to this RFP, including but not limited to the cost of making presentations hereunder.

1.40 SUBCONTRACTORS AND TEMPORARY LABOR

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the County by using permanent employees of the Contractor and its subcontractors. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services.

No subcontractors shall be used to provide Collection Services without the prior approval of the Contract Administrator. If a Proposer has entered into a contract with a subcontractor or intends to enter into a contract with a subcontractor to provide part or all of the services requested in this RFP, the Proposer must identify the subcontractor in its proposal, and identify the services that will be provided by the subcontractor. See Form 3. The Contractor shall be responsible for ensuring the subcontractor's compliance with the requirements in the Agreement.

1.41 NO ASSIGNMENT OR TRANSFER OF PROPOSALS

Proposals shall not be assigned or transferred without the express written consent of the County. This prohibition includes and applies to assignments and transfers resulting from a sale or merger of a Proposer, or any other similar transaction that causes a material change in the ownership, management, or control of a Proposer. The Proposer shall immediately notify the County if the Proposer or a third party releases any public information (e.g., a press release; a filing with a state or federal agency) concerning a proposed sale or merger of the Proposer, or any similar transaction that may materially change the ownership, management, or control of the Proposer. Failure to comply with the requirements in this Section 1.41 may result in the Proposer being disqualified from the RFP process. In all cases, the County shall have the exclusive authority to determine whether the County should reject the Proposer's proposal in light of the proposed sale, merger, acquisition, or other transaction. If the County discovers that a Proposer will be purchased by or merged with another business entity prior to the execution of the Agreement, the District shall have the sole right to determine whether the District will execute the Agreement with the new entity.

SECTION 2: MINIMUM QUALIFICATIONS FOR PROPOSERS

2.1 OVERVIEW

Each Proposer must prove to the satisfaction of the County that the Proposer meets the minimum requirements described herein. The Proposer must submit all of the documentation and information required in this RFP. Each Proposer must use the forms in Section 4 of this RFP to identify the Proposer's experience and references.

In this RFP, all references to experience and qualifications relate to the operating experience and qualifications of the Proposer. If a Proposer wishes to rely on the experience and qualifications of the Proposer's parent company, subsidiaries, or affiliates, the Proposer may do so, but then the Proposer must provide all relevant information concerning the parent company, subsidiaries, and affiliates when responding to the questions and requirements in Section 3.4, Chapter 12 (Litigation History) and Chapter 13 (Criminal Convictions and Environmental Violations) of this RFP. Although the District is interested in the experience of the Proposer's officers and employees, the experience of these individuals is not sufficient to demonstrate that the Proposer is qualified. Further, experience obtained outside the United States is not sufficient to satisfy the experience requirements applicable to the Proposer.

2.2 EXPERIENCE

Each Proposer must provide information and documentation demonstrating that it satisfies all of the minimum qualifications listed below.

- A. The Proposer must have at least five (5) years of Current experience collecting Garbage at Curbside pursuant to Qualifying Residential Contracts.
- B. The Proposer Currently must be providing Collection Service under at least two (2) Qualifying Residential Contracts.
- C. Each of the Qualifying Residential Contracts must be an exclusive contract – i.e., a contract with a city, county, or other governmental entity that gives the Proposer the exclusive right to collect the Garbage generated by the residents in a designated geographic area.
- D. Under each of the Qualifying Residential Contracts, the Proposer must collect Garbage from at least ten thousand (10,000) Dwelling Units at Curbside locations.
- E. [RESERVED]
- F. [RESERVED]
- G. The Proposer shall assign a District Manager, Maintenance Director, and Field Supervisor (or other employees with similar job titles and responsibilities) to the work. Each of these employees must have at least three (3) years of experience working in a similar role on a Comparable project. For the purposes of this paragraph, a Comparable project means one that includes the collection of Garbage from at least ten thousand (10,000) Dwelling Units at Curbside.

Qualifying Residential Contracts must satisfy all of the requirements set forth above. Contracts that fail to meet all of these requirements are, by definition, not qualifying contracts.

In addition to meeting these minimum requirements, each Proposer is encouraged to provide information in their proposal concerning their experience working on Comparable projects. The instructions for providing such information are set forth in Section 3.4 (see Chapter 4) of this RFP.

2.3 FINANCIAL STABILITY AND RESOURCES

Each Proposer must demonstrate that the Proposer is financially stable and has the financial resources to provide Collection Service in the County in compliance with the requirements in the Agreement. The specific information to be provided with each proposal is described in Section 3.4 (see Chapters 7 and 8), below.

2.4 BONDING COMPANY COMMITMENT

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements in Section 53 of the Agreement. The specific requirements for the bonding company's commitment are set forth in Section 3.4 (see Chapter 10), below.

2.5 INSURANCE

Each Proposer must demonstrate that it can satisfy the insurance requirements in Section 52 of the Agreement. The specific information to be provided by each Proposer is described in Section 3.4 (see Chapter 11), below.

SECTION 3: INSTRUCTIONS FOR PREPARING A PROPOSAL

3.1 PREPARATION OF PROPOSALS

Each Proposer shall submit ten (10) sets of their proposal (one (1) unbound original proposal and nine (9) copies). The original shall be marked "original" and each copy shall be labeled "copy." In addition, each Proposer shall submit one electronic version of the proposal in a PDF format on a compact disc (CD) or thumb/flash drive. Additional copies of the proposal shall be provided, if requested.

A Proposer must fill in all of the blank spaces in the County's forms, in ink or typewritten print, with amounts extended and totaled, as appropriate. All required signatures must be manual and in blue ink. All corrections made by the Proposer to any part of the proposal must be initialed in blue ink.

3.2 AUTHORIZATION TO BIND PROPOSER

Each proposal must be manually signed in blue ink by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred eighty (180) days after it is submitted to the County.

Proposals by corporations must be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the company's Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by limited liability corporations ("LLC") must be executed by a duly authorized manager of the LLC or by the managing members of the LLC. The LLC's corporate address and state of incorporation shall be shown below the managing member's signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His or her title must appear under his or her signature and the official address of the partnership must be shown below the signature.

3.3 PROPOSAL FORMAT

Each proposal shall be typewritten, with a font size of at least eleven (11), on 8½" x 11" white paper. The pages of the copies shall be secured by staple, cerlox binding, three-ring binder, or similar closure. Proposals shall be organized in chapters, as indicated in Table 3.3. Chapters shall be separated by tabs indicating the chapter numbers.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

Responses to this RFP must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" shall be provided.

Table 3.3 - Proposal Format

Chapter 1	Letter of Intent
Chapter 2	Proposer's Statement of Organization
Chapter 3	Staffing and Subcontractors
Chapter 4	Experience
Chapter 5	Implementation Plan
Chapter 6	Available Resources
Chapter 7	Financial Stability
Chapter 8	Financial Statement
Chapter 9	Proposal Security
Chapter 10	Bonding Company Commitment
Chapter 11	Insurance Requirement
Chapter 12	Litigation History
Chapter 13	Criminal Convictions/Environmental Violations
Chapter 14	Proposer's Non-Collusion Certification
Chapter 15	Conflict of Interest
Chapter 16	Drug-free Workplace Certification
Chapter 17	Acknowledgement of Addenda
Chapter 18	Certification to Accuracy of Proposal
Chapter 19	Certification of Cost Forms
Chapter 20	Proposed Rates for Residential Collection
Chapter 21	Optional Benefits
Chapter 22	Local Preference Application

3.4 PROPOSAL DESCRIPTION

Each Proposer shall provide all of the information requested for each chapter set forth below.

Chapter 1 - Letter of Intent

Each Proposer shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to bind the Proposer to the terms presented in its proposal. The letter of intent shall state that the Proposer will provide the services requested in the RFP, in

compliance with the terms in the Agreement, for the Rates (prices) submitted with the proposal.

Chapter 2 - Proposer's Statement of Organization

Each Proposer shall provide information concerning the Proposer's basic organizational structure by completing Form 1, which is provided in Section 4 of this RFP. Proposers may supply any additional information that will assist the County in understanding the Proposer's organization.

Each Proposer must submit a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or approved to conduct business in the State of Florida; and (b) if the Proposer is a corporation or limited liability corporation, the corporation is in good standing. Further, the Proposer shall submit a certificate or other documentation confirming that the Person signing the RFP forms is duly authorized to bind the Proposer to the terms in its proposal.

Chapter 3 - Staffing and Subcontractors

Each Proposer must provide an organizational chart concerning the Collection Services that the Proposer will provide for the District. Each Proposer must provide all of the information requested in Form 2, which is provided in Section 4 of this RFP. Each Proposer must confirm that it will provide a District Manager, a Maintenance Director, and a Supervisor that will be accessible to the County and the District at all times in accordance with the Agreement. Each Proposer must provide information demonstrating that these employees satisfy the experience criteria in Section 2.2 (paragraph G), above.

Each Proposer must identify each subcontractor (if any) that the Proposer intends to use under this RFP. See Form 3 (Subcontractors).

Chapter 4 - Experience

Each Proposer must describe its experience, using Form 4, which is provided in Section 4 of this RFP. More specifically, each Proposer must demonstrate that it satisfies the minimum requirements in Section 2.2, above. For each Qualifying Residential Contract identified on Form 4, please attach copies of the following pages from the contract:

- (a) the title page;
- (b) the pages that identify the beginning and ending dates of the contract; and
- (c) the pages that contain the signatures of the parties executing the contract.

In addition to demonstrating compliance with the minimum criteria in Section 2.2, each Proposer is encouraged to use Form 4 to identify and describe their most recently awarded Comparable projects. However, a Proposer shall not use Form 4 to identify more than a total of five (5) Comparable projects. The County is most interested in Current projects in Florida that involve the collection of Garbage at Curbside from ten thousand (10,000) or more Dwelling Units.

Each Proposer also is encouraged to provide information demonstrating that the Proposer has the experience to provide all of the Collection Services required under the Agreement, including the Collection of:

- (a) Source Separated Recyclable Materials in Recycling Bins at Curbside; and
- (b) Yard Waste and Bulky Waste at Curbside.

The Proposer may provide this information in the text of its proposal, without using Form 4.

Chapter 5 - Implementation Plan

Each proposal must include an implementation plan for the Proposer's services. The plan must include: (a) the proposed routes and schedules, marked on maps indicating the days when each route will be followed; (b) the type of Collection vehicles that will be used; (c) the job classification and number of people to be employed; and (d) the general conditions of employment, such as the hours of work and the number of days to be worked each week.

As part of the implementation plan, each Proposer shall describe how the Proposer will take over and provide Collection Services as described in the Agreement. More specifically, each Proposer should describe the key milestones and the general timing of the milestones that the Proposer believes are important to a smooth transition. Each Proposer also should summarize its experience in providing Solid Waste Collection Services when a city or county transitioned from a third-party service provider to the Proposer. The Proposer should describe the prior experience and identify any key lessons that were learned from its experience.

Chapter 6 - Available Resources

Each Proposer shall provide information demonstrating the Proposer will dedicate sufficient personnel, vehicles, equipment, and facilities to perform the work required under the Agreement. Each Proposer shall explain how the personnel, vehicles, and equipment will be used to provide the services requested hereunder. Among other things, each Proposer must identify the number and types of vehicles and equipment that will be used, the number and types of personnel, the anticipated location of the Proposer's vehicle maintenance yard, the type of fuel(s) that will be used in the Proposer's Collection vehicles, and any other relevant information that will help the County evaluate the Proposer's plan for providing service in compliance with the Agreement.

Each Proposer must provide a description of the Collection vehicles that will be provided, including the vehicle make, model, and year. Specific requirements for the vehicles are set forth in Section 28 of the Franchise Agreement.

Each Proposer should ensure that its proposal contains a list of vehicles (including spare or reserve vehicles) the Proposer will dedicate for the District. The list must identify the number and types of Collection vehicles to be used for each type of Collection Service, as follows:

Residential Collection Service at Curbside

- Various sized collection vehicles for Garbage
- Dual compartment Collection vehicles for Source Separated Recyclable Material
- Rear-load Collection vehicles for Yard Waste
- Clam Shell Truck

Chapter 7 - Financial Stability

Each Proposer must identify any pending or threatened bankruptcy proceedings involving the Proposer, its parent, a subsidiary, or an affiliate. The Proposer also must identify any bankruptcy proceedings that involved the Proposer, its parent, subsidiary, or affiliate, and were pending on or after January 1, 2010.

Chapter 8 - Financial Statement

Each Proposer shall provide the County with a copy of their audited financial statements for the last three (3) years. If the Proposer does not have audited financial statements, the Proposer may

substitute non-audited financial statements and completed federal tax returns for the last three (3) years. Publicly traded corporations may provide copies of, or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission. A Proposer may provide these documents with its original proposal and then provide electronic copies on a CD or flash drive with the copies of the proposal.

In all cases, the Proposer must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the Proposer has the financial resources necessary to provide the Collection Services contemplated.

Each Proposer also must provide: (a) information concerning their available lines of credit, including current balances; and (b) one or more letters of reference from lenders, financial institutions, or vendors that can attest to the creditworthiness of the Proposer and their willingness to do business with the Proposer.

Pursuant to the Florida Public Records Law, all of the financial information provided to the County, as well as all of the other information submitted with the Proposer's proposal, shall be available for public inspection after the proposals are opened.

Chapter 9 - Proposal Security

Each Proposer shall provide a cashier's check, certified check, money order, or proposal bond in compliance with the requirements described in Forms 8 and 9, as applicable. The proposal security shall be in the amount of Fifty Thousand Dollars (\$50,000).

Chapter 10 - Bonding Company Commitment

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements in Section 53 of the Agreement. The irrevocable letter of commitment must specifically accept the terms of the draft Performance Bond that is attached to the Agreement as Exhibit 5.

The letter of commitment must demonstrate that the vendor has the ability to obtain a Performance Bond in the amount of Five Hundred Thousand Dollars (\$500,000). The letter of commitment must be issued by a bonding company that: (a) is approved to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years.

For the purposes of this RFP, a Proposer only needs to submit an irrevocable letter of commitment with its proposal. The Performance Bond is not required with the proposal; however, the Performance Bond must be delivered to the County by the Successful Proposer within fifteen (15) calendar days after the award of the work.

Chapter 11 - Insurance Requirement

Each Proposer shall provide an "Information Only ACORD Certificate" demonstrating the Proposer's ability to obtain the required types and level of insurance, as specified in Section 52 of the Agreement. The ACORD certificate shall be issued by a company approved to do business under the laws of the State of Florida, with minimum ratings from A.M. Best Company of "A" or better as to management and FSC "X" or better.

Chapter 12 - Litigation History

Each Proposer shall identify each case within the last five years (i.e., on or after January 1, 2010) where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for the Collection of Solid Waste; (b) a city, county, or other governmental entity terminated a contract with the Proposer concerning the collection of Solid Waste; or (c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a city, county, or governmental entity for the Collection of Solid Waste and such fines exceeded ten thousand dollars (\$10,000) in one month. Each Proposer also shall identify each instance in which the Contractor paid more than ten thousand dollars (\$10,000) to settle a dispute with a governmental entity concerning the Proposer's performance under a contract for the Collection of Solid Waste or Recyclable Material and such payment occurred on or after January 1, 2010. The Contractor shall identify each such settlement agreement, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence. For each case identified, the Proposer must describe the basic facts concerning the case, including the names of the parties, and the current status of the case.

Chapter 13 - Criminal Convictions and Environmental Violations

Each Proposer must provide a summary of each criminal conviction of the Proposer, its owners, and its officers concerning the Collection or management of Solid Waste since January 1, 2005. Each Proposer also must provide a summary of each case initiated against the Proposer by an environmental agency since January 1, 2010 concerning the Proposer's Solid Waste Collection practices. The County may disqualify a Proposer on the basis of: (a) past criminal convictions if those convictions relate to dishonesty, antitrust violations, or unfair competition; or (b) past environmental violations if those violations demonstrate a recurring or significant disregard for environmental laws.

Each Proposer must complete and submit Form 5, which is included in Section 4 of this RFQ. Form 5 concerns Public Entity Crimes.

Chapter 14 - Proposer's Non-Collusion Certification

Each Proposer must complete and execute the Non-Collusion Affidavit (Form 6), which is included in Section 4 of these RFP documents.

Chapter 15 - Conflict of Interest

Each Proposer must provide information demonstrating the Proposer does not violate any of the conflict of interest provisions in Section 1.17, above. In addition, each Proposer shall list and describe any professional or financial relationships that it has with the County, its elected or appointed officials, its employees or agents, or any of its agencies or component units, during the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this RFP. The list of professional relationships should include any contracts between the Proposer and the County. Please note that such relationships, standing alone, do not qualify or disqualify a Proposer. The Proposer shall have an on-going obligation to give the County prompt written notice of any other professional or financial relationships that it enters into with the County, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the Agreement is executed. Finally, each Proposer must complete and sign a Conflict of Interest Statement (Form 14), which shall be included in Chapter 15.

Chapter 16 - Drug-Free Workplace Certification

Each Proposer shall certify that it has implemented a drug-free workplace program. A signed certification of compliance (Form 10 in Section 4 of this RFP) must be submitted with the proposal.

Chapter 17 - Acknowledgement of Addenda

Each Proposer shall complete and sign the Acknowledgement of Addenda form (Form 7 in Section 4 of the RFP) and shall include the form in the proposal. In the event any Proposer fails to acknowledge receipt of such addenda, their proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of the proposal shall constitute the Proposer's acknowledgment of receipt of all addenda, whether or not actually received by the Proposer.

Chapter 18 - Certification to Accuracy of Proposal

Each Proposer shall certify and attest, by executing Form 11 (Section 4 of this RFP), that all forms, affidavits and documents the Proposer has enclosed in the proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the proposal shall be deemed non-responsive and it will not be considered.

Chapter 19 - Certification of Cost

The Certification of Cost form (Form 12 in Section 4 of this RFP) must be signed by an officer or other individual that is authorized to bind the Proposer to the provisions in the proposal. The Certification of Cost form must be executed in compliance with the requirements in Section 3.2, above.

Chapter 20 - Proposed Rates for Residential Collection Service

Each Proposer must complete Form 13 and thereby provide its Rates (prices) for Residential Collection Service. The Rates should identify the cost per Dwelling Unit per month for service that complies with the requirements in the Agreement. The Rates must identify the cost of providing each type of Residential Collection Service. The Rates shall be based on using the County's Solid Waste Management Facilities.

Chapter 21 - Optional Benefits

A Proposer may offer Optional Benefits to the District pursuant to Section 1.3, above. If a Proposer wishes to offer Optional Benefits, the Proposer shall describe the Optional Benefits in detail in Chapter 21 of its proposal. The Proposer also shall identify all of the additional costs that must be paid by the District if it accepts the Proposer's offer to provide Optional Benefits.

Chapter 22 - Local Preference Application

The County's Local Preference Policy is set forth in Ordinance No. 2013-11, which is attached to Form 15. If a Proposer believes it is qualified to receive special consideration under this Local Preference Policy, the Proposer must complete Form 15 and submit the completed form in Chapter 22 of its Proposal.

SECTION 4: FORMS FOR PROPOSALS

Each Proposer must complete and submit all of the forms included in this Section 4 of the RFP, except Form 15, which is optional. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

- | | |
|----------|---|
| Form 1. | Proposer's Statement of Organization |
| Form 2. | Staffing |
| Form 3. | Subcontractors |
| Form 4. | Experience |
| Form 5. | Public Entity Crimes |
| Form 6. | Non-Collusion Affidavit |
| Form 7. | Acknowledgement of Addenda |
| Form 8. | Proposal Security |
| Form 9. | Proposal Bond |
| Form 10. | Drug-Free Workplace |
| Form 11. | Certification to Accuracy of Proposal |
| Form 12. | Certification of Cost Forms |
| Form 13. | Proposed Rates for Residential Collection Service |
| Form 14. | Conflict of Interest Statement |
| Form 15. | Local Preference Application |

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

2. Proposer's Principal Business Address:

3. Name, address, phone number, and e-mail address of Proposer's contact person:

4. Form of Proposer's Business Concern (i.e., Corporation, Limited Liability Corporation, Partnership, Joint Venture, Other):

5. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation:

6. If the Proposer is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State:

(b) The name of the Proposer's Registered Agent:

(c) The address of the Proposer's Resident Agent:

7. If the Proposer is a corporation, provide the names and addresses of the Proposer's President, Vice President, and Treasurer. If the Proposer is a limited liability corporation, provide the name(s) and address(es) of the manager or managing members:

8. If the Proposer is a joint venture or partnership, identify the date of the joint venture or partnership agreement: _____

FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

(continued)

9. If the Proposer is a general partnership, provide the name and address of each partner:

10. If the Proposer is a limited partnership, provide the name and address of each general partner:

11. Provide the Proposer's Federal Employer Identification Number: _____

FORM 2

STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the District.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager, a Maintenance Director, and a Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the County at all times. Provide information demonstrating that each of these three (3) individuals will satisfy the minimum requirements in Section 2.2 (paragraph G), above.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the District, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.
 - A. Name & Title
 - B. Assignment on this Project
 - C. Years of Experience with:
 - The Proposer's Company
 - Other Similar Companies
 - D. Education:
 - Degree(s)
 - Year/Specialization
 - E. Summary of Professional Training and Experience
 - F. Other Relevant Experience and Qualifications

FORM 4

EXPERIENCE

The Proposer shall use this form to identify each Qualifying Residential Contract and Comparable project. A separate copy of this form should be completed and submitted for each qualifying contract and Comparable project. The Proposer is encouraged to identify other Comparable projects, but the Proposer shall not provide more than five (5) Comparable projects. The qualifying contracts must address and satisfy the requirements in Section 2.2 (“Experience”) and Section 3.4 (see Chapter 4) of this RFP. Please copy this form and use a separate copy for each qualifying contract and Comparable project.

Name of Proposer: _____

Name of Reference (i.e., City, County, or Governmental Entity): _____

Reference’s Address: _____
Street

City _____ State _____ Zip Code _____

Reference’s Employee Responsible for Contract Compliance: _____

Above Employee’s Phone: (_____) _____ Fax: (_____) _____

Employee’s Email: _____

Term of Contract with Reference - Start Date: _____ End Date: _____

LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Within Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans				
<input type="checkbox"/>	Curbside Garbage with Carts				
<input type="checkbox"/>	Curbside Recyclables				
<input type="checkbox"/>	Curbside Bulky Waste				
<input type="checkbox"/>	Curbside Yard Waste				
<input type="checkbox"/>	Commercial Garbage				
<input type="checkbox"/>	Commercial Recyclables				

FORM 5

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.

a. This sworn statement is submitted to _____
(print name of public entity)

By _____
(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

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

- b. I understand that a "public entity crime" as defined in Paragraph 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 or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or 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.
- c. 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.
- d. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. 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 those 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 of 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 who 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.

FORM 5

PUBLIC ENTITY CRIMES

(continued)

- e. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 Officer 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 vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN 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 STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this ____ day of _____, 20 ____

Personally known _____

OR produced identification _____ Type of Identification _____

Notary Public – State of _____

My Commission expires _____

(Print, typed or stamped commissioned name of notary public)

FORM 6

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

[Print name of affiant]

being first duly sworn, deposes and says that:

- (1) He/she is _____ [title] of _____
[name of entity], the Proposer that has submitted the attached proposal in response to the County's Request for Proposals for the Collection of Solid Waste and Recyclable Materials (RFP# 2015-SWCC).
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal.
- (4) Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to secure through any unlawful agreement, any advantage against the County or any person interested in the proposed RFP.

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My commission expires _____

FORM 8

PROPOSAL SECURITY

Each Proposal shall be accompanied by a Proposal Security in the form of a cashier's check, certified check, or money order, drawn on a U.S. Bank, in U.S. dollars, and payable to Putnam County, Florida, in the amount of Fifty Thousand Dollars (\$50,000.00). In the alternative, a Proposer may submit a Proposal Bond executed by a surety on Form 9 (Proposal Bond).

ATTACH CASHIER'S CHECK, CERTIFIED CHECK, OR MONEY ORDER HERE

FORM 9

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto Putnam County, Florida, a political subdivision of the State of Florida, in the penal sum of Fifty Thousand Dollars (\$50,000.00), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, and our successors and assigns. Signed this _____ day of _____, 2015.

The condition of the above obligation is such that the Principal has submitted a certain Proposal to Putnam County, Florida, pursuant to the Request for Proposals (RFP# 2015-SWCC) and, under such Proposal, the Principal shall enter into an “Exclusive Franchise Agreement for the Collection of Solid Waste and Recyclable Material” (“Agreement”) with the District. The Principal’s Proposal is attached hereto and made a part hereof.

NOW, THEREFORE,

- (a) If said Proposal is rejected by the County or the District, then this obligation shall be void;
- (b) If said Proposal is accepted by the District and the Principal executes and delivers the Agreement (properly completed in accordance with said Proposal) and furnishes a certificate of insurance, performance bond, and parent corporation guarantee, and shall in all other respects perform in compliance with the Agreement created by the acceptance of said Proposal, then this obligation shall be void;
- (c) Except as provided in (a) and (b), above, this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the District may accept the Proposal, and said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the Surety: has a resident agent in the State of Florida; is rated “A” or better as to management and “FSC X” or better as to strength by Best’s Insurance Guide; is listed on the U.S. Treasury Department’s list of acceptable sureties for federal bonds; and has been in business for at least five (5) years.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

FORM 9
PROPOSAL BOND
(continued)

Principal (Print Full Name):

Surety (Print Full Name):

By: _____

By: _____

Title: _____

Title: _____

Witness:

Witness:

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Witness:

Witness:

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

FORM 10

DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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 proposed 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 employee 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 any 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 Proposer: _____

Signature of Proposer's Agent _____

Printed Name of Proposer's Agent _____

Title: _____

Date: _____

FORM 11

CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents submitted to the County in support of Proposer's proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the Proposer's proposal shall be deemed non-responsive and the proposal will not be considered by the County.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ [insert title of Proposer's agent] and is duly authorized to act on behalf of _____ [insert name of the Proposer], which is submitting the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All of the information contained in the forms, affidavits and documents submitted in support of this proposal is true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

FORM 12

CERTIFICATION OF COST FORMS

The undersigned hereby certifies as follows:

1. I, _____ [insert name of Proposer's agent], on behalf of _____ [insert name of Proposer], have personally and carefully examined the specifications and instructions for the work to be done as set forth in the RFP# 2015-SWCC, and I am duly authorized to execute this proposal on behalf of the Proposer.
2. By signing and submitting this proposal in response to such RFP, the Proposer acknowledges and agrees that:
 - a. the Proposer has carefully read the RFP, including the "Exclusive Franchise Agreement" ("Agreement");
 - b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
 - c. the Proposer understands and accepts the conditions and limitations contained in the RFP and the Agreement;
 - d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Agreement;
 - e. the Proposer's proposal is a binding offer that will remain in effect and be available to the District for one hundred eighty (180) days after the submittal of this proposal;
 - f. if selected by the District, the Proposer shall execute the Agreement and provide the required insurance, parent corporation guarantee, and Performance Bond, within fifteen (15) days of receiving the written notice of award;
 - g. if selected, the Proposer will provide all of the services required under the Agreement, in compliance with the terms and conditions contained in the Agreement, at the Rates set forth on the Proposer's cost forms, which are attached to this proposal; and
 - h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting his proposal in response to the RFP.

FORM 12
CERTIFICATION OF COST FORMS
(continued)

Dated this _____ day of _____, 2015.

PROPOSER

Signature of President/Partner/Owner/Manager

Printed Name of President/Partner/Owner/Manager

Signature of Secretary

Printed Name of Secretary

Name of Proposer

The Proposer is an individual: _____; Partnership: _____; Corporation: _____;
Limited Liability Corporation _____; or other business entity: _____; and is
authorized to do business in the State of Florida.

Signature Instructions:

All signatures must be in blue ink.

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the County as part of the proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

FORM 12

CERTIFICATION OF COST FORMS

(continued)

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the County as part of the proposal.

FORM 13
PROPOSED RATES FOR
RESIDENTIAL COLLECTION SERVICE

Each Proposer shall use this form to provide its Rates for the collection of the Garbage, Yard Waste, Bulky Waste, and Source Separated Recyclable Material generated on Residential Property. All Rates proposed on this form shall be fixed through September 30, 2016, and shall be based on the service requirements specified in the Agreement. The Rates shall be expressed as the cost that the District must pay per Dwelling Unit per month. Each month shall be deemed to consist of 4.33 weeks.

The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Bins that are used by the Customer. Yard Waste is limited to 6 cubic yards pursuant to Section 26.2.2 of the Agreement.

There shall be no charge for Side Door Service if the Customer satisfies the criteria in Section 7.7.2 of the Agreement.

The following Rates do not include Franchise Fees.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

FORM 13
PROPOSED RATES FOR
RESIDENTIAL COLLECTION SERVICE
(continued)

	Curbside Collection Service with Garbage Cans
Garbage	\$ _____ (1x/wk)
Yard Waste	\$ _____ (1x/every other wk)
Source Separated Recyclable Material	\$ _____ (1x/wk)
Bulky Waste	\$ _____ (1x/wk)
Total Monthly Cost per Dwelling Unit	\$ _____

FORM 14

CONFLICT OF INTEREST STATEMENT

This Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the County and the Florida Statutes. During the term of the Agreement and any renewals or extensions thereof, the VENDOR shall disclose to the County any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the County. The terms below shall be defined in accordance with the policies and Code of Ordinances of the County and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any County employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a County purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no County employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members.

The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

FORM 15

LOCAL PREFERENCE APPLICATION

The County gives preference to local businesses in certain purchasing situations as set forth in Ordinance No. 2013-11 attached hereto as Exhibit A.

A Proposer that believes it may be entitled to a local preference shall complete the following:

1. The name of the business is: _____
2. The address of the business is: _____
3. How long has the business been located at its current address: _____
4. If the business has relocated within the last six months, please provide the answers to questions 5-7 for the previous location:
5. The previous name of the business is: _____
6. The previous address of the business is: _____
7. How long was this business at the previous location: _____
8. The business has a local business tax receipt from: (1) Putnam County (2) the following municipality: _____ located in Putnam County:
9. A copy of Local Business Tax Receipts from Putnam County and the applicable municipality are attached.

By signing below, I hereby certify that under penalty of perjury I believe my business is entitled to local preference in accordance with the County's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project.

Applicant's Federal Tax ID Number - _____

Applicant's Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2015, by _____. He/She is personally known to me or has presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

(State)

Notary Seal

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this _____ day of _____,
2015, by _____. He/She is personally known to me or has
presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

EXHIBIT A

ORDINANCE NO. 2013 - 11

PUTNAM COUNTY PURCHASING ORDINANCE

AN ORDINANCE AMENDING SECTION 11 OF ORDINANCE NO. 2005-35, AS AMENDED, RELATING TO LOCAL PREFERENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "BOCC") adopted Ordinance No. 2005-35 on September 13, 2005, and subsequently amended said Ordinance in Ordinance No.'s. 2008-35, 2009-01, 2010-06, and 2011-02;

WHEREAS, the BOCC desires to amend Section 11 of Ordinance No. 2005-35.

BE IT ORDAINED by the Board of County Commissioners Putnam County, Florida, in a meeting assembled on the 28th day of May, 2013, that:

1. Section 11 of Ordinance No. 2005-35, as amended, is hereby amended to read in its entirety as follows:

"11. PUTNAM COUNTY LOCAL PREFERENCE

A preference will be given to the lowest qualified bidder who:

- (a) holds a current Florida business license and submits a bid under the name on such license; and
- (b) submits a bid that is within 10% of the price submitted by the lowest qualified non-local bidder; and
- (c) has maintained a place of business within Putnam County staffed by the bidder, or an employee of the bidder, for a period of one year immediately preceding the date of the bid; and
- (d) is incorporated under Florida law; or is a sole proprietorship whose proprietor is a resident of the County; or is a partnership, all of whose partners are residents of the County; or
- (e) is a joint venture, all of whose venturers qualify under the relevant portion of subsection (d) above; or
- (f) is a Limited Liability Company whose manager is a resident of the County.

(The bidder, if any, meeting the above criteria is referred to as the "Preferred Bidder".)

FILED
2013 JUN -3 PM 12:57
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

The Preferred Bidder shall be entitled to match the lowest qualified bid and be considered the lowest bidder by giving written notice to that effect to the County by 4:00 p.m. on the second business day after the bid opening.

This Section 11 shall apply to the purchase of all items subject to this Purchasing Ordinance including, without limitation, Supplies, Contractual Services and Public Improvement Contracts, unless its application is prohibited by state or federal law in a particular situation.

2. Ordinance No. 2005-35, as amended, shall continue in full force and effect.
3. This Ordinance shall take effect immediately upon receipt of acknowledgment of filing by the Department of State.

DONE, ORDERED AND ADOPTED this 28 day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA

BY: Nancy S. Harris
Chairman

ATTEST:

Tim Smith
Tim Smith, Clerk of Courts

SECTION 5: EXCLUSIVE FRANCHISE AGREEMENT

FINAL

Exclusive Franchise Agreement
for the Collection of
Solid Waste and Recyclable Materials
between
The Putnam County Solid Waste
Collection and Disposal District
and
XYZ Company

Exclusive Franchise Agreement

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EXHIBITS

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EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement (“Agreement”) is made and entered into this _____ day of _____, 2015 (“Effective Date”) by and between the Putnam County Solid Waste Collection and Disposal District (“District”) acting through Putnam County, Florida (“County”), a political subdivision of the State of Florida, and XYZ Company (“Contractor”), a _____ corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the County issued a request for proposals (“RFP”) (RFP No. 2015-SWCC) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the County; and

WHEREAS, the Contractor submitted a proposal in response to such RFP; and

WHEREAS, the District has relied upon the proposal and other information provided by the Contractor concerning the Contractor’s experience and ability to provide Collection Services hereunder; and

WHEREAS, after evaluating all of the proposals that were submitted in response to the RFP, the District finds that the Contractor has submitted the best proposal; and

WHEREAS, the District wishes to use and the Contractor wishes to provide its services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the District finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety, and welfare; and

WHEREAS, the District finds that the franchise granted herein properly balances the District’s desire to provide excellent, environmentally-sound Collection Services to its residents and its desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the District and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

1. DEFINITIONS

The definitions contained in this Section 1 shall be used when interpreting this Agreement. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the County's Ordinances shall apply. In the event that a definition contained herein conflicts with a similar definition in a federal, state or local law, including but not limited to the Ordinances, the definition herein shall prevail when construing this Agreement.

1.1 Administrator shall mean the District's contract administrator under this Agreement. The Administrator shall be a County employee designated by the County Administrator as the District's official representative in routine discussions with the Contractor regarding this Agreement.

1.2 Advertising shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.3 Agreement shall mean this Exclusive Franchise Agreement between the District and the Contractor.

1.4 Applicable Law shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relates in any manner to the performance of either party under this Agreement.

1.5 [RESERVED]

1.6 Biological Waste shall mean dead animals, fish, and birds. However, Biological Waste does not include dead horses, cows, or other equally large animals.

1.7 Biomedical Waste shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

1.8 BOCC shall mean the Board of County Commissioners of Putnam County, Florida.

1.9 Bulky Waste shall mean a large item that is discarded by a Customer on their Property as a result of normal housekeeping activities, and cannot be placed in a Garbage Can because of its size, shape or weight. Bulky Waste includes, but is not limited to, White Goods, furniture, fixtures, sinks, toilets, ladders, and large pieces of carpet.

1.10 Certificate of Occupancy shall mean a document issued by the County certifying that a newly constructed or renovated building complies with the County's specifications and is suitable for use.

1.11 Change in Law shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects either party's cost or ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.12 Collection shall mean the process of picking up Solid Waste and Recyclable Materials from a Person that generates such waste and materials, and then transporting and delivering the Solid Waste and Recyclable Materials to a Solid Waste Management Facility.

1.13 Collection Container shall mean Garbage Cans and Recycling Containers that comply with the standard specifications for containers used in the Solid Waste industry.

1.14 Collection Plan shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement.

1.15 Collection Service shall mean one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials. Collection Service includes, but is not limited to Residential Collection Service and Special Collection Service.

1.16 Commencement Date shall mean October 1, 2015, which is the date when the Contractor shall begin providing Collection Services pursuant to this Agreement.

1.17 Commercial Collection Service shall mean the Collection of Commercial Waste from a Commercial Customer. Commercial Collection Service also includes the Collection of Source Separated Recyclable Materials from a Commercial Customer, if the Customer requests such service.

1.18 Commercial Customer shall mean any Person that owns or occupies Commercial Property and receives Commercial Collection Service from the Contractor.

1.19 Commercial Lawn Care Company shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

1.20 Commercial Property shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, and service stations; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Vacant land, not classified as Improved Property, shall be deemed Commercial Property.

1.21 Commercial Waste shall mean Garbage, Rubbish, and Bulky Waste generated on Commercial Property.

1.22 Community Events shall mean parades, festivals, and other civic events designated by the County pursuant to Section 36, below.

1.23 [RESERVED]

1.24 Construction and Demolition Debris shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

1.25 Consumer Price Index or CPI shall mean the "Consumer Price Index—All Urban Consumers," all items, not seasonally adjusted, for the South Region, Base Period 1982-84 = 100 (Series ID CUUR0300SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.26 **Contingency Plan** shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work.

1.27 **Contractor** shall mean XYZ Company, a _____ corporation, which shall provide the services described in this Agreement.

1.28 **[RESERVED]**

1.29 **County** shall mean, depending on the context, either (a) the geographic area contained within the Service Area or (b) the government of the County, acting through the BOCC or the BOCC's designees.

1.30 **County Indemnified Parties** shall mean the County, the District, the BOCC and each of its members, and every agent, officer, official, servant, and employee of the County or the District.

1.31 **Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. The adjacent location shall be within five (5) feet of the road or right-of-way.

1.32 **Customer** shall mean, depending on the context, a Commercial Customer or a Residential Customer or both.

1.33 **Designated Facility** shall mean a facility designated by the County for the Recycling or disposal of the Solid Waste and Source Separated Recyclable Materials collected pursuant to this Agreement.

1.34 **Disaster Debris** shall mean debris produced or generated by a natural or human event that is declared a federal disaster. Disaster Debris includes, but is not limited to Yard Waste, Construction and Demolition Debris, and Bulky Waste that is produced or generated by such a disaster.

1.35 **Disaster Debris Contract** shall mean the County's contract(s) with one or more contractors for removing, transporting, processing, disposing, or Recycling of Disaster Debris.

1.36 **District Manager** shall mean the senior employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

1.37 **Dwelling Unit** shall mean any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

1.38 **Effective Date** shall mean the date when this Agreement is signed and duly executed by the District or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.39 **Electronic Equipment** shall mean large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

1.40 Exempt Waste shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.41 Field Supervisor shall mean the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the County on a daily basis.

1.42 Force Majeure shall mean the following events or circumstances, but only to the extent that they substantially delay or preclude either party from performing any of its obligations (other than payment obligation) under this Agreement: (a) an act of God, tornado, hurricane, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) suspension, termination, or interruption of utilities necessary to the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against either party, or a Change in Law; and (e) any act, event, or condition, which is determined by mutual agreement of the District and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.42 (a) through (d).

1.43 [RESERVED]

1.44 Garbage shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.45 Garbage Can shall mean any commonly available metal or heavy-duty plastic container for Solid Waste that has enclosed sides and bottom, a tight fitting lid or top, handles on the sides, and a capacity of approximately thirty-five (35) gallons or less.

1.46 [RESERVED]

1.47 Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste, hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

1.48 Holiday shall mean a day when the Contractor does not need to provide Collection Service to Residential Customers. The only Holidays are Thanksgiving Day, Christmas Day (December 25), New Year's Day, Memorial Day and July 4th, unless the County and the Contractor mutually agree to designate additional days as Holidays.

1.49 Improved Property shall mean any cleared, graded or drained real property upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

1.50 Indemnified Loss shall mean all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with any negligent or willful act or omission on the part of the Contractor or any of its agents, employees, or subcontractors in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include, but are not limited to attorneys' fees, court costs, and expert witness fees in trial, appellate, and bankruptcy proceedings. An Indemnified Loss includes, but is not limited to: (a) any bodily injury,

sickness, disease, or death; (b) any claim arising under or for any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure; (f) any lawsuit resulting from or related to the District's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor, or any subcontractor of a subcontractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

1.51 Interest shall mean a payment by either party for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

1.52 Land Clearing Debris shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

1.53 Legitimate Complaint shall mean any complaint by a Customer or the District in a case where the applicable requirements of this Agreement were not satisfied by the Contractor.

1.54 Load shall mean the Solid Waste, Recyclable Material, and other cargo that is collected and transported in a Collection vehicle.

1.55 [RESERVED]

1.56 Materials Recovery Facility shall mean a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

1.57 Mechanical Container shall mean a dumpster, Roll-Off Container, compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Source Separated Recyclable Materials. Garbage carts and Recycling carts are not Mechanical Containers.

1.58 Missed Collection shall mean any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in compliance with the requirements in this Agreement.

1.59 Multi-Family Collection Service shall mean the collection of Residential Waste from Multi-Family Dwellings pursuant to this Agreement.

1.60 Multi-Family Dwelling shall mean apartments, condominiums, and other structures that have ten (10) or more Dwelling Units under one roof.

1.61 New Customer shall mean a Person occupying Improved Property that did not receive Collection Services from the District's franchisee during the prior year.

1.62 Non-Collection Notice shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.

1.63 Non-Conforming Material shall mean any material that is Set Out for Collection in a Recycling Container, but is not a Recyclable Material.

1.64 Operating Day shall mean a calendar day, except Sundays and Holidays, from October 1, 2015 until this Agreement expires or terminates.

1.65 Operating Month shall mean a calendar month, from October 2015 until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.

1.66 Operating Year shall mean a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. However, the last Operating Year shall end on the day when this Agreement expires or terminates.

1.67 Ordinances shall mean the County's Code of Ordinances.

1.68 OSHA shall mean the Occupational Safety and Health Act and all implementing regulations.

1.69 Performance Bond shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

1.70 Person shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

1.71 Plastic Bag shall mean a heavy-duty plastic or biodegradable bag that has a drawstring at the top and a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Solid Waste.

1.72 Premises shall mean Improved Property.

1.73 Radioactive Waste shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

1.74 Rates shall mean the fees and charges approved by the District for the Contractor's Collection Services.

1.75 Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Materials do not include any material or substance that does not fit within one of the

six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.

1.76 Recyclable Materials shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.77 Recycling shall mean any process by which materials that would otherwise have been Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.78 Recycling Bin shall mean a rectangular bin, approximately eighteen (18) gallons in capacity, that is made of heavy-duty hard plastic or other impervious material, and used for the storage and Collection of Source Separated Recyclable Materials.

1.79 [RESERVED]

1.80 Recycling Container shall mean any container approved by the Administrator for the Collection of Recyclable Materials, including but not limited to Recycling Bins.

1.81 Residential Collection Service shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

1.82 Residential Customer shall mean a Person that is entitled to receive Residential Collection Service.

1.83 Residential Customer List shall mean a list that identifies the Dwelling Units in the Service Area that are entitled to receive Residential Collection Service from the Contractor.

1.84 Residential Property shall mean each parcel of Improved Property that is included in the Residential Customer List. Residential Property generally includes each parcel of Improved Property in the Service Area on which there is a Dwelling Unit, including a single-family Dwelling Unit, duplex, triplex, quadraplex, or mobile home; however, the Administrator may determine that some parcels of Improved Property with Dwelling Units (e.g., mixed use buildings that are predominantly commercial) will be excluded from the Residential Customer List and treated as Commercial Property.

1.85 Residential Waste shall mean Garbage, Rubbish, Yard Waste, Recyclable Materials, and Bulky Waste generated by a Customer upon the Customer's Residential Property.

1.86 Roll-Off Container shall mean a large metal container used for the Collection of Solid Waste or Source Separated Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a Collection site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

1.87 Rubbish shall mean waste material (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.88 Scheduled Collection Day shall mean an Operating Day when the Contractor is scheduled to collect a Customer's Source Separated Recyclable Materials or one of the other components of the Customer's Residential Waste.

- 1.89 Service Area** shall mean the area described on Exhibit 1.
- 1.90 Set Out** shall mean the preparation and placement of Solid Waste and Source Separated Recyclable Materials for Collection at the Customer's Premises in accordance with the requirements in this Agreement.
- 1.91 Side Door Service** shall mean the Collection of Solid Waste and Source Separated Recyclable Materials from a Residential Customer's side yard, back yard, or other location that is not Curbside.
- 1.92 Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.
- 1.93 Solid Waste** shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes but is not limited to Biological Waste, Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Waste, Land Clearing Debris, Radioactive Waste, Recyclable Materials that have not been source separated, Residential Waste, Rubbish, White Goods, and Yard Waste.
- 1.94 Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.
- 1.95 Source Separated Recyclable Materials** shall mean Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then Set Out for Collection at that location.
- 1.96 Special Collection Service** shall mean the Collection of discarded material in response to a Customer's request, at times other than the Customer's Scheduled Collection Day for such material, or in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day. Special Collection Service also includes any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similar Customers. The County also may request Special Collection Service, in addition to the Collection Services it normally receives.
- 1.97 Tipping Fee** shall mean a fee that is paid for the disposal of Solid Waste.
- 1.98 Transition Period** shall mean the period of time between the Effective Date and the Commencement Date.
- 1.99 Transition Plan** shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides Collection Service in compliance with this Agreement on the Commencement Date.
- 1.100 White Goods** shall mean large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must

be generated by the Customer on the Customer's Improved Real Property where the White Goods are collected.

1.101 Yard Waste shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches.

2. CONTRACTOR'S FRANCHISE

2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service in the Service Area. The Contractor's franchise includes the exclusive right to collect Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside. The Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

2.2 NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS GENERATED ON COMMERCIAL PROPERTY

Subject to the conditions and limitations contained in this Agreement, the Contractor may file an application for a non-exclusive franchise, license, or other authorization for the Collection of Commercial Waste and Source Separated Recyclable Materials generated on Commercial Property in the Service Area. At its option, the County may grant any other Person a non-exclusive franchise, license, or other authorization for the Collection of Commercial Waste and/or Source Separated Recyclable Materials generated on Commercial Property in the Service Area.

2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Section 21, below, identifies some of the materials that are not subject to the Contractor's exclusive franchise.

3. TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and continue through and including September 30, 2022, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

The District shall have the right to renew this Agreement for an additional three-year term by giving written notice to the Contractor at least 180 days prior to the end of the initial term. If the District exercises this renewal option, the District shall also have the right to renew this Agreement for a final three-year term by giving written notice to the Contractor at least 180 days

prior to the end of the first three-year renewal term. Notwithstanding the foregoing, the District shall not have the right to exercise either renewal option if (a) the District is in default under the Agreement or (b) the Contractor gives written notice to the District, at least eighteen months before the expiration of the then current term of the Agreement, that the Contractor will not continue to provide its services after the expiration of the Agreement.

During each renewal term, the District and the Contractor shall be subject to the conditions and limitations that are contained herein, unless the parties agree otherwise.

3.3 OPTION TO TERMINATE RECYCLING SERVICES

On October 1, 2022 and any October 1st thereafter, the District shall have the right to terminate its Recycling program, provided that the District has given at least ninety (90) days' prior written notice to the Contractor. The effective date of the termination of the Recycling program shall be the first October 1st after the District provides its notice. After the effective date of the termination, the amounts paid to the Contractor for Collection Services shall be reduced by the amount of the then-current Rate for the Collection for Source Separated Recyclable Materials. The Contractor shall have no further obligation to collect Source Separated Recyclable Materials after the effective date of such termination.

4. THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the unincorporated area of Putnam County and the incorporated areas of Welaka, Pomona Park and Interlachen, as set forth in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the Service Area pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to the District (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person.

5. CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 CONTRACTOR'S TRANSITION PLAN

Contractor shall ensure that there is no disruption experienced by Customers when the Contractor begins to provide its services under this Agreement on the Commencement Date. Accordingly, Contractor shall prepare and provide a Transition Plan to the Administrator promptly after the

Effective Date. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, prior to the Commencement Date. The Transition Plan also shall explain how and when the Contractor will provide Collection Containers to Customers prior to the Commencement Date. The Transition Plan is subject to the approval of the Administrator. If requested at any time, the Contractor shall provide additional information to the Administrator concerning the Transition Plan, revise the plan within 10 calendar days, and resubmit the plan for the Administrator's approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall provide its Transition Plan to the Administrator on or before July 1, 2015. At a minimum, the Contractor shall address the following specific performance requirements in the Transition Plan and shall accomplish them no later than the following deadlines:

- (a) On or before July 15, 2015, Contractor and the Administrator shall meet and discuss the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- (b) On or before July 30, 2015, Contractor shall provide the Administrator with a Collection Plan, pursuant to Section 23, below, which shall be subject to the approval of the Administrator.
- (c) On or before August 15, 2015, Contractor shall provide the Administrator with documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to Contractor's equipment yard no later than September 18, 2015.
- (d) [RESERVED]
- (e) On or before August 30, 2015, Contractor shall provide the Administrator with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below. The Contractor also shall provide the Administrator with a Contingency Plan, pursuant to Section 37.4, below.
- (f) On or before August 30, 2015, the Contractor shall provide the Administrator with electronic (digital) copies of the notices, brochures, and informational material the Contractor intends to provide to Customers concerning the Collection Services it will provide under this Agreement. The notices, brochures, and informational materials shall be designed to satisfy the requirements in Section 35, below. The notices, brochures, and informational materials shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 35.
- (g) On or before September 11, 2015, the Contractor shall have its supervisors, drivers, and other relevant personnel familiarize themselves with the proposed routes and schedules for providing Collection Service. The supervisors, drivers, and other relevant personnel shall drive each street on each route to ensure that the proposed routes and schedules for Collection Services are appropriate.
- (h) On or before September 15, 2015, Contractor and the Administrator shall meet and discuss the status of Contractor's Transition Plan and its implementation. The Contractor

also shall demonstrate that its computer systems are fully operational and capable of tracking complaints and requests for service in compliance with the requirements in Sections 31.1.4 below.

- (i) On or before September 18, 2015, the Contractor shall confirm in writing to the Administrator that all of the vehicles and equipment necessary to provide Collection Service have been delivered to the Contractor's equipment yard.
- (j) On or before September 21, 2015, Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (k) On or before September 23, 2015, Contractor shall provide the Administrator with a vehicle list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle.
- (l) On or before September 25, 2015, Contractor shall confirm in writing to the Administrator that: (1) the Contractor has delivered the County-approved notices, brochures, and informational materials to all of the Customers in compliance with this Agreement; (2) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; (3) all of the Contractor's drivers have inspected their routes for providing Collection Service; and (4) all of the Contractor's drivers have confirmed their ability to complete their routes on time on the Scheduled Collection Days.

6. GENERAL SCOPE OF CONTRACTOR'S DUTIES AFTER COMMENCEMENT DATE

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) provide Residential Collection Service in the Service Area;
- (b) provide Collection Service for the District's Community Events;
- (c) deliver all of the Solid Waste and Source Separated Recyclable Materials it collects under this Agreement to the Designated Facilities;
- (d) comply at all times with the requirements in this Agreement and Applicable Law;
- (e) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement; and
- (f) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange for the payments by the District and Customers that are expressly authorized herein.

7. CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE

The Contractor shall provide the following Residential Collection Services to each Residential Customer that resides in: (a) a single family Dwelling Unit; (b) a duplex; (c) a triplex; (d) a quadraplex; or (e) a mobile home.

- 7.1.1 The Contractor shall collect each Customer's Garbage and Rubbish at the Curbside once each week.
- 7.1.2 The Contractor shall collect each Customer's Source Separated Recyclable Materials at the Curbside once each week. The Contractor shall provide this service by using manual labor and Recycling Bins, which are provided by the District.
- 7.1.3 The Contractor shall collect each Customer's Yard Waste at the Curbside once every other week and shall collect Bulky Waste at the Curbside once each week. Bulky Waste and Yard Waste may be collected using manual methods.
- 7.1.4 Except as otherwise expressly provided herein, the Contractor shall collect all of the Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are Set Out at Curbside by each Customer. There is no limit on the number of Garbage Cans, Recycling Bins, and Plastic Bags that may be Set Out at Curbside by a Residential Customer.

7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS

The Contractor shall collect all of the Source Separated Recyclable Materials that Residential Customers Set Out in Recycling Bins or paper bags at Curbside. The Contractor also shall collect Source Separated Recyclable Materials that are placed at Curbside in containers that are similar to the County's Recycling Bins. Further, the Contractor shall collect cardboard that is Set Out at Curbside if the cardboard is cut into pieces no larger than three (3) feet by three (3) feet in size.

At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspapers, cardboard, magazines, phone books, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7, but not styrofoam); (d) any other Source Separated Recyclable Materials that are accepted and recycled at the District's facilities; and (e) any other Recyclable Materials that are designated by the Administrator and approved by the Contractor.

When the Contractor collects Source Separated Recyclable Materials at the Curbside, the Contractor shall sort these materials into a "dual stream" -- i.e., paper and fiber products shall be sorted and placed in one compartment in the Contractor's Collection vehicles, and all of the other Source Separated Recyclable Materials (e.g., aluminum cans, metal cans, and plastic bottles) shall be placed in a separate compartment of the Collection vehicle.

7.3 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULKY WASTE

The Contractor shall collect all of the Bulky Waste that is Set Out at Curbside by Residential Customers (i.e., there is no limit on the size, weight or quantity of Bulky Waste). However, the Contractor is not obligated to collect a piece of Bulky Waste that is too large or too heavy to safely load and transport in a clamshell truck.

7.4 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE

7.4.1 The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by each Residential Customer, except as provided herein. Yard Waste that is Set Out at Curbside shall be collected if it is in Garbage Cans, biodegradable bags, or Plastic Bags. Yard Waste also shall be collected if it is tied, bundled, or stacked in piles at Curbside.

7.4.2 There is a six (6) cubic yard limit on the amount of Yard Waste that may be Set Out at Curbside by Residential Customers at any one time. The Contractor is not required to collect any other single piece of Yard Waste that exceeds six (6) feet in length, four (4) inches in diameter, or fifty (50) pounds in weight. The Contractor is not required to collect Land Clearing Debris.

7.4.3 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside, unless the Christmas tree exceeds eight (8) feet in length or fifty (50) pounds in weight.

7.4.4 If the Contractor elects to leave any Yard Waste or Land Clearing Debris at Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15.1, below.

7.4.5 The Contractor shall not combine Yard Waste and Bulky Waste in the same vehicle; Bulky Waste and Yard Waste shall be collected and transported separately.

7.5 [RESERVED]

7.6 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement does not require the Contractor to collect at Curbside from any Residential Customer on a single Operating Day any item of Yard Waste that exceeds the size and weight limits in Section 7.4, above. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Residential Customers. The Contractor also may collect such materials as a Special Collection Service, pursuant to Section 7.12, below.

7.7 RESIDENTIAL SIDE DOOR SERVICE

7.7.1 The Contractor shall provide Side Door Service to any Residential Customer that requests and pays the Contractor for this Special Collection Service. The Contractor shall offer Side Door Service for the Collection of Garbage, Rubbish, and Source Separated Recyclable Materials, but the Contractor is not required to offer Side Door Service for the Collection of Yard Waste or Bulky Waste.

7.7.2 The Contractor shall provide Side Door Service to a Residential Customer, without charging any additional Rate or fee for such service, if the Administrator determines that

the Residential Customer is physically unable to deliver its Garbage, Rubbish, and Recyclable Materials to the Curbside and there are no able-bodied people living with the Residential Customer. The Administrator shall require a letter or other documentation from a physician before the Administrator concludes that a Residential Customer is entitled to receive Side Door Service, without charge.

7.8 [RESERVED]

7.9 [RESERVED]

7.10 COLLECTION OF SOURCE SEPARATED RECYCLABLE MATERIALS FROM COMMERCIAL PROPERTY

The Contractor may collect Source Separated Recyclable Materials from Commercial Property when such service is requested by a Commercial Customer. The Contractor may offer to collect Source Separated Recyclable Materials for a fee from any Person that owns or occupies Commercial Property in the Service Area.

7.11 [RESERVED]

7.12 SPECIAL COLLECTION SERVICES

The Contractor shall provide Special Collection Services for Residential Customers. The Special Collection Services for Residential Customers include, but are not limited to Side Door Service pursuant to Section 7.7, the Collection of excess and oversized material pursuant to Section 7.6, and the Collection of any type of Solid Waste on a day that is not the Customer's Scheduled Collection Day for that type of waste. The Contractor shall be paid for Special Collection Services pursuant to Section 39.10, below.

7.13 COLLECTION SERVICES FOR THE COUNTY

The Contractor shall provide Collection Services for the District in compliance with the requirements in Section 36, below.

8. HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

8.1 The Contractor may provide Collection Service to Residential Customers every day of the year, except Sundays and Holidays, as defined in Section 1.48, above.

8.2 The Contractor shall not provide Residential Collection Service at any location before 6:00 a.m. or after 6:00 p.m. The Contractor may provide Commercial Collection Service at any time that is acceptable to the Commercial Customer; however, the Contractor shall not provide Collection Service with a Mechanical Container at any location within one hundred fifty (150) yards of a residential Dwelling Unit before 6:00 a.m. or after 6:00 p.m.

8.3 If the District receives complaints about the noise or disturbance caused by the Contractor's Collection Services at a particular location, the Administrator may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.

- 8.4** Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified (a) when such change is requested by the Contractor and approved in advance by the Administrator and (b) when the Administrator determines that such change is necessary or otherwise appropriate.

9. SCHEDULES AND ROUTES FOR COLLECTION SERVICES

9.1 SCHEDULES AND ROUTES

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. The routes established under this Agreement shall be separate from the routes the Contractor uses for the Collection of Solid Waste generated outside of the Service Area. The Contractor shall submit its proposed routes and schedules to the Administrator as part of the Collection Plan that is required pursuant to Section 23, below. After the Contractor's Collection Plan is approved by the Administrator, the Contractor shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan.

9.2 SCHEDULED COLLECTION DAYS FOR SOURCE SEPARATED RECYCLABLE MATERIALS

The Contractor shall collect a Residential Customer's Source Separated Recyclable Material on the Scheduled Collection Day each week for the Collection of that Customer's Garbage and Rubbish.

10. CHANGES TO COLLECTION SCHEDULES AND ROUTES FOR RESIDENTIAL SERVICE

10.1 NO CHANGES WITHOUT ADMINISTRATOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a route or a schedule for Residential Collection Service until the Contractor receives the Administrator's written approval for the proposed change. The Contractor shall submit a description of all proposed route and schedule changes to the Administrator at least thirty (30) calendar days prior to the implementation of such changes.

10.2 HOLIDAY SCHEDULES

10.2.1 The Contractor is not required to provide Collection Service on a Holiday.

10.2.2 **[RESERVED]**

10.2.3 **[RESERVED]**

10.2.4 If a Residential Customer's Scheduled Collection Day for Garbage and Source Separated Recyclable Materials falls on a Holiday, the Contractor shall provide those Collection Services to the Customer on the first Operating Day after the Holiday.

10.2.5 Notwithstanding the provisions in Section 10.2.4, the Contractor may propose and the Administrator may approve alternate schedules for the Collection of Residential Waste immediately before and after a Holiday.

10.3 PUBLIC NOTICE OF CHANGES

If the Administrator approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with notice of the change and shall comply with the requirements in Section 35, below, unless a different notice is authorized by the Administrator.

10.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Administrator about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection Schedule and the Contractor shall provide such notice within two (2) hours of the event.

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the Service Area may fluctuate during an Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

11.[RESERVED]

12.THE RESIDENTIAL CUSTOMER LIST

12.1 The District shall prepare a Residential Customer List, which identifies each Dwelling Unit that is entitled to receive Residential Collection Service from the Contractor pursuant to this Agreement. No later than August 15, 2015, the District shall provide its preliminary Residential Customer List to the Contractor. The preliminary Residential Customer List shall be based on the list of people and Improved Property that currently are included in the assessment roll used to assess and collect a non-ad valorem special assessment for disposal services. The preliminary Residential Customer List shall be subject to any additions or deletions deemed appropriate by the District. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Administrator about any proposed additions, deletions, or other revisions to the Residential Customer List.

12.2 The Contractor shall have an affirmative duty to help ensure that the Residential Customer List is accurate at all times after the Commencement Date. The Contractor shall notify the District within five (5) Operating Days if the Contractor begins to provide Residential Collection Service to a parcel of Improved Property that is not on the Residential Customer List. The Contractor also shall notify the District within five (5) Operating Days if the Contractor identifies a parcel of Improved Property that should be added to or deleted from the Residential Customer List.

12.3 The District shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the County for a new Dwelling Unit that should be added to the Residential Customer List and (b) the District determines it is time to provide Collection Service to such Dwelling Unit. After

receiving this notification, the Contractor shall begin to provide Residential Collection Service to the Dwelling Unit within three (3) Operating Days, except as otherwise provided herein.

- 12.4 The District shall notify the Contractor if the District wants the Contractor to terminate its Residential Collection Service to a Dwelling Unit. The Contractor shall terminate its Residential Collection Service within three (3) Operating Days after receiving such notice.
- 12.5 The District shall update the Residential Customer List at least once each Operating Month.

13. PROPER COLLECTION PROCEDURES FOR CONTRACTOR

- 13.1 When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks vehicular access to a driveway.
- 13.2 After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely.
- 13.3 The Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.
- 13.4 The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- 13.5 The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection.

14. RESTRICTIONS ON COLLECTION OF MIXED LOADS

- 14.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.
- 14.2 During the Collection process, the Contractor shall not combine Source Separated Recyclable Materials and Electronic Equipment with each other or with any other type of material. However, the Contractor shall have no obligation to separate these materials if the Customer placed them in a Collection Container with Garbage or other types of Solid Waste.
- 14.3 During the Collection process, the Contractor shall sort Source Separated Recyclable Materials into a "dual stream" and shall keep the two different categories of Source Separated Recyclable Materials in separate compartments of the Collection vehicle, as described in Section 7.2, above.
- 14.4 During the Collection process, Bulky Waste and Yard Waste shall be collected separately by the Contractor and shall not be combined in the Contractor's vehicles. The Contractor shall not combine Yard Waste with Garbage, Rubbish, Source Separated Recyclable Materials, or Electronic Equipment.

- 14.5** During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 14.6** During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste.
- 14.7** The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste.
- 14.8** Notwithstanding the foregoing, the Administrator may grant relief from all of the restrictions in this Section 14, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the Administrator determines that this practice will be in the public interest. In such cases, the Contractor shall file a petition with the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Administrator may grant or deny the petition, in his or her sole discretion.

15. NON-COLLECTION PROCEDURES

- 15.1** The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements in this Agreement. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, and fails to collect the materials in the Customer's Collection Container, the Administrator may require the Contractor to return to the Customer's Premises promptly and collect the waste. If the Administrator notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of that Operating Day. If the Administrator notifies the Contractor after 12:00 p.m. (noon), the Collection shall be completed before noon on the next Operating Day.
- 15.2** The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.
- 15.3** The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Waste, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.
- 15.4** [RESERVED]
- 15.5** The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Residential Customer routinely places pieces of Yard Waste at Curbside that exceed the limits in Section 7.4.2.

- 15.6** The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.
- 15.7** The Contractor shall make a good faith effort to collect the Solid Waste that is Set Out for Collection, even if some inappropriate material is comingled with it. For example, if a Residential Customer places Bulky Waste or Yard Trash at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulky Waste or Yard Trash, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulky Waste to such an extent that it is not practicable to segregate the materials, the Contractor shall place a Non-Collection Notice on the materials and promptly notify the Administrator concerning the location and estimated size of the pile of combined materials. If the Contractor fails to leave a non-Collection Notice and notify the Administrator, the Contractor may be required to collect the pile of combined materials pursuant to Section 15.1, above.

16. PROCEDURES FOR MISSED COLLECTIONS

Whenever the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste or Source Separated Recyclable Material (as the case may be) that has been Set Out for Collection. The Contractor shall collect such materials before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection of such materials shall be completed before noon on the next Operating Day.

17. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- 17.1** The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when providing Collection Service (e.g., Side Door Service) pursuant to this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given written permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 17.2** The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3** The Contractor shall not damage trees in the Service Area. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket).
- 17.4** The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area.

- 17.5** The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.
- 17.6** The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Administrator and Customer before the end of that day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Administrator and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) Operating Days, unless the Contractor requests and the Administrator grants approval of an extension of time. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred. If the Contractor fails to complete the repair or restoration work within the timetable specified by the Administrator, the County may hire a third party to perform the work and then deduct the cost of the work from the County's payments to the Contractor.

18.CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- 18.1** Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the County.
- 18.2** The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, Drayton Island, cul-de-sacs, and other areas where access is limited.
- 18.3** The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4** Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets or alleys.
- 18.5** The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when such areas are under repair or the County otherwise determines it is in the public's best interest to restrict access. The County shall provide the Contractor with reasonable notice of such restrictions so that such action does not unduly interfere with the Contractor's normal operations.
- 18.6** If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

- 18.7** If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public right-of-way that is accessible by the Contractor's Collection vehicle or from a location specified by the Administrator.
- 18.8** If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator and the Administrator shall resolve the problem. The Administrator may require the Contractor or the Customer to take such action as the Administrator deems necessary and appropriate.

19. THE COUNTY'S DESIGNATED FACILITIES

- 19.1** The Contractor shall deliver all of the Residential Waste, Commercial Waste, and Source Separated Recyclable Materials collected pursuant to this Agreement to a Designated Facility.
- 19.2** The Designated Facilities for Residential Waste, Commercial Waste, and Source Separated Recyclable Materials shall be the Solid Waste Management Facilities at the District's Central Landfill, which is located at 140 County Landfill Rd., Palatka, FL 32177.
- 19.3** The requirements in this Section 19 do not apply to: (a) the Source Separated Recyclable Materials that the Contractor collects from Commercial Customers; or (b) Exempt Waste, as described in Section 21, below.

20. SPILLAGE AND LITTER BY CONTRACTOR

- 20.1** Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.
- 20.2** Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.
- 20.3** When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately stop and pick up such material.
- 20.4** Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes). If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 20.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any damage associated with such leaks or spills. The Contractor shall repave the damaged area if the Administrator concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 17.6 shall apply to the Contractor's actions under this Section 20.5.

- 20.6** If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

21.EXEMPT WASTES AND RECOVERED MATERIALS

- 21.1** The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any Solid Waste Management Facility or other facility that is licensed to receive such materials.

- (a) Land Clearing Debris.
- (b) Yard Waste generated by a Commercial Lawn Care Company or plant nursery.
- (c) Roofing materials generated, collected, and transported by a roofing company.
- (d) Construction and Demolition Debris.
- (e) Recovered Materials that are generated and Source Separated on Commercial Property.
- (f) Excavated fill and earthen material.
- (g) Solid Waste and by-products generated from an industrial process.
- (h) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (i) Trash, debris, animal bedding, animal wastes, and other materials resulting from farming, equestrian, or agricultural operations.
- (j) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, tires and lead-acid batteries.
- (k) Boats, boat motors, and boat trailers.
- (l) Disaster Debris.
- (m) Hazardous Waste, Biomedical Waste, and Radioactive Waste.
- (n) Sludge.
- (o) Materials and wastes similar to those listed above, when designated by the Administrator.

- 21.2** Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its Source Separated Recovered Materials to the District or a facility designated by the District. Nothing contained in this Agreement restricts the

right of a commercial establishment to sell or convey the establishment's Source Separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

22.THE CONTRACTOR'S SAFETY PROGRAM

- 22.1** The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Administrator for informational purposes. The District's receipt of the safety plan shall not constitute the District's approval of the plan or the District's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 22.2** The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 22.3** The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.
- 22.4** The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5** The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- 22.6** The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- 22.7** Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Administrator with the Contractor's annual report, pursuant to Section 34.4, below.

23.THE CONTRACTOR'S COLLECTION PLAN

- 23.1** The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, which will identify the Operating Days when Collection Service will be provided, the starting and ending points for the route, and the type of Collection Service that will be provided on the route on each Scheduled Collection Day.
- 23.2** The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.

- 23.3** The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the District is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the County, must pay the applicable Tipping Fee.
- 23.4** [RESERVED]
- 23.5** An updated Collection Plan shall be submitted to the Administrator whenever the Contractor changes the plan.
- 23.6** On or before the Commencement Date, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(k), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles.
- 23.7** The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval.

24. OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Solid Waste on behalf of the District, title to the waste shall pass to the District when the waste is collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the waste shall pass to the owner of such facility.

Source Separated Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects Source Separated Recyclable Materials on behalf of the District, title to such materials shall pass to the District when the materials are collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials until such materials are delivered to and accepted at a Solid Waste Management Facility or Recovered Materials processing facility. Upon acceptance, title to the Source Separated Recyclable Materials shall pass to the owner of such facility.

With regard to the Solid Waste and Source Separated Recyclable Materials collected by the Contractor pursuant to this Agreement, the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such material without the prior written consent of the District; however, Section 25 below constitutes the District's written consent for the Contractor to process Source Separated Recyclable Materials at the Recycling Building and to sell or dispose of such Materials.

25. CONTRACTOR'S USE OF DISTRICT'S RECYCLING BUILDING

The County owns a Maintenance/Recycling Building (the "Recycling Building") that is located on the Central Landfill.

Beginning on the Commencement Date, the Contractor will have the right to occupy and use the Recycling Building, at no cost, subject to the conditions herein. More specifically, the Contractor is authorized to use the Recycling Building and the adjacent property to (a) conduct office and clerical activities, (b) maintain, repair, and store its vehicles and equipment, and (c) conduct its Recycling business. The Contractor may deliver, temporarily store, separate, and otherwise process Recyclable Materials at the Recycling Building, even if the Recyclable Materials are collected outside of the Service Area. Any residue resulting from Recyclable Materials collected outside of the Service Area and processed at the Recycling Building shall be disposed of at the Central Landfill. The Contractor shall pay the District's then-current tipping fee for such disposal, which is presently \$44.00 per ton. Residue from Recyclable Materials collected within the Service Area and processed at the Recycling Building may be disposed of at the Central Landfill without charge to the Contractor. The Contractor shall not use the Recycling Building or the adjacent land for any other purpose without the prior written consent of the District.

The Contractor's right to use the Recycling Building and adjacent land shall be subject to reasonable requirements imposed by the District to protect the public health, safety and welfare, and to ensure that the Contractor's activities do not impede or preclude the District's use of the Central Landfill. For example, the District uses the driveway to the Recycling Building to access other County-owned facilities and the Contractor shall not block the District's access to such facilities.

The Recycling Building will be provided "as is." If the Contractor elects to use the Recycling Building, the Contractor will be responsible for performing and paying for all maintenance work and repairs to the Recycling Building, including but not limited to capital repair projects. Further, the Contractor shall be responsible for procuring and paying for all utilities associated with the Contractor's use of the Recycling Building, including but not limited to the use of the water system, electric system, and septic system.

The Contractor shall have no responsibility for environmental contamination or pollution, if any, that exists on, under, or adjacent to the Recycling Building as of the date that the Contractor begins to use the Recycling Building. The Contractor shall be responsible for any contamination that is caused by or results from the Contractor's use of the Recycling Building.

If the Contractor wishes to use the Recycling Building, the Contractor shall provide written notice to the Administrator no later than August 1, 2015. If the Contractor fails to provide timely notice, the Contractor's right to use the Recycling Building shall expire on August 1, 2015.

26. SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste and Source Separated Recyclable Materials, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above.

26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

The following procedures shall apply to all Customers:

- 26.1.1 Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.

- 26.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container or paper bag. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 26.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
- 26.1.4 A Customer shall not overfill a Collection Container; the lid on a Collection Container shall be closed securely by the Customer.
- 26.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval from the Administrator to do so.
- 26.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person or at another location.
- 26.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.
- 26.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 26.1.9 A Customer shall not place more than fifty (50) pounds of material in a Garbage Can.
- 26.1.10 If the Customer and Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall designate the point of Collection.
- 26.1.11 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.

26.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CUSTOMERS RECEIVING COLLECTION SERVICE AT CURBSIDE

The following procedures shall apply to Residential Customers that receive Collection Service at Curbside.

- 26.2.1 Each Residential Customer receiving Collection Service at Curbside shall Set Out their Garbage and Rubbish in one or more Garbage Cans or Plastic Bags. There is no limit on the number of Plastic Bags and Garbage Cans that may be Set Out in such circumstances.
- 26.2.2 Residential Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste shall be placed in a Garbage Can, biodegradable bag or Plastic Bag. If the Customer wishes to Set Out larger pieces of Yard Waste that will not fit into the Customer's Garbage Can, the Yard Waste shall be stacked neatly in a pile at Curbside. A Residential Customer may,

but is not required to, tie Yard Waste in a bundle. There is a limit of 6 cubic yards of Yard Waste that may be Set Out at Curbside by a Residential Customer.

- 26.2.3 Source Separated Recyclable Materials shall be Set Out for Collection in a Recycling Bin, paper bag, or container that is similar to a Recycling Bin. Cardboard also may be Set Out next to a Recycling Bin in 3 feet by 3 feet pieces.
- 26.2.4 Each Residential Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste and Source Separated Recyclable Materials at the Curbside prior to 6:00 a.m. on the Scheduled Collection Day for such materials.
- 26.2.5 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound and be less than 6 feet in length and 50 pounds in weight.
- 26.2.6 Each Garbage Can used by a Customer shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the container's contents.
- 26.2.7 A Residential Customer shall not Set Out the Yard Waste and Bulky Waste that was generated by a builder, building contractor, privately employed handyman service, Commercial Lawn Care Company, or plant nursery on the Customer's Residential Property while such Person was working for the Customer. All such material shall be removed from the Customer's property by the Person that generated the waste materials. A Residential Customer also shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Customer.
- 26.2.8 Residential Customers shall not comingle Yard Waste with other types of Residential Waste.
- 26.2.9 Plastic Bags and biodegradable bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.

27.COLLECTION CONTAINERS

27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

- 27.1.1 Garbage Cans, Plastic Bags, and Biodegradable Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.
- 27.1.2 Recycling Bins – Recycling Bins previously were purchased by the District and distributed to the Customers in the Service Area. These Recycling Bins are and shall remain the property of the District. If the District provides additional Recycling Bins for the Customers in the Service Area, the Recycling Bins shall remain the property of the District when they are delivered to the Customers.

27.2 MAINTENANCE AND REPAIR OF CONTAINERS

- 27.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can (if any). Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.
- 27.2.2 Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins and maintaining them in a sanitary condition.

27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

- 27.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans (if any).
- 27.3.2 Recycling Bins – Each Customer shall be responsible for storing their Recycling Bin(s). Residential Customers may obtain new Recycling Bins, to replace or supplement their existing bins (maximum of 2), by calling the Contractor. The new Recycling Bins shall be obtained from the District and delivered to the Residential Customer, without charge, by the Contractor. The Contractor shall deliver the new and supplemental Recycling Bins to the Customer within five (5) Operating Days after receiving a request for such bins from the Customer or the Administrator.
- 27.3.3 **[RESERVED]**
- 27.3.4 **[RESERVED]**
- 27.3.5 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer’s Collection Container within three (3) Operating Days after being notified by the Administrator or Customer that the Customer’s Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer’s original container.

28.CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT

28.1 GENERAL REQUIREMENTS FOR CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT

- 28.1.1 The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor’s vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor’s normal vehicles and equipment.
- 28.1.2 Contractor’s Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of

spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.

- 28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 28.1.5 All Collection vehicles shall be painted a uniform color. All Collection vehicles shall have painted sides, or shall have signs affixed on each side, stating "Proudly Serving Putnam County." At the Administrator's request, vehicles used to collect Source Separated Recyclable Materials shall have signs with the Contractor's toll-free telephone number for requesting new Recycling Bins.
- 28.1.6 Paid advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the Service Area.
- 28.1.7 Vehicles used for the Collection of Source Separated Recyclable Materials at Curbside shall be designed with two (2) or more separate compartments so that the Contractor can separately store and transport the different types of Recyclable Materials (e.g., paper and fiber products; metal, plastic and other).

28.2 DEDICATED FLEET

The Contractor shall maintain a dedicated fleet of vehicles for the District's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Administrator's prior written approval for such activity.

28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

The Collection vehicles used by the Contractor under this Agreement shall not be more than seven (7) years old, unless the engine, transmission and body have been refurbished within the past three (3) years. None of the vehicles shall be more than fifteen (15) years old. These age limits shall apply to all Collection vehicles, including reserve and spare vehicles. The age of the vehicle shall be calculated from the model year of the vehicle.

28.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws;

(b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; and (e) an audible back-up warning device. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.

28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.

28.4.3 If the Contractor's Collection vehicles are equipped with Global Positioning Systems ("GPS"), the Contractor shall provide its GPS logs and records to the Administrator, upon request.

28.5 RESERVE VEHICLES AND EQUIPMENT

28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.

28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

28.6 MAINTENANCE AND CLEANING

28.6.1 The Contractor shall keep all Collection vehicles and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Administrator approves an alternate cleaning schedule. Other Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

28.6.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle. At a minimum, the Contractor shall maintain each Collection vehicle in compliance with the manufacturer's recommendations.

28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

28.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least five (5) inches high, on the driver's side and the passenger's side of

each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least five (5) inches high, on all four (4) sides of all vehicles used to provide Collection Services.

28.7.2 All of the Contractor's vehicles used to provide Collection Services shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least five (5) inches high. Upon the Administrator's request, the Contractor's vehicles also shall display information promoting the District's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Administrator and the Contractor, which approval shall not be unreasonably withheld.

28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

28.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

28.9 RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

28.9.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections.

28.9.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or Recyclable Materials. The Administrator also may require any Collection vehicle or other equipment to be cleaned, washed, painted, repaired, or maintained immediately. If the Administrator requests such action, the Contractor shall comply with the Administrator's request within one (1) Operating Day or the Contractor shall take the vehicle or equipment out of service until the requested work can be completed.

28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

Throughout the term of this Agreement, the Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round, routine maintenance operations for the vehicles and equipment used pursuant to this Agreement. By January 1, 2016, the Contractor's storage yard, garage, and maintenance facility must be located within the County.

28.11 SPILL CLEAN-UP MATERIALS

Before the Commencement Date, the Contractor shall install and thereafter maintain a lockable storage unit in a designated area of the County's sanitation department yard for the storage of absorbent materials used to contain and clean-up spills of fuel, hydraulic fluid, leachate, or other liquids from the Contractor's vehicles. The Contractor shall store and at all times maintain a sufficient quantity of absorbent material in the storage unit to ensure the prompt and effective clean-up of any spill involving up to fifty (50) gallons of fluid. The Contractor also shall provide and maintain at all times a sufficient number of bags of gray Portland cement to cover an area twenty-five (25) feet wide and forty (40) feet long. Further, the storage unit shall be equipped with heavy-duty brush brooms suitable for use during a clean-up operation following a spill of fluids from the Contractor's vehicles.

The Contractor shall provide the Administrator with a key to the storage unit. If the Contractor fails to promptly respond to a spill, the County shall have the right, but not the obligation, to use the materials stored in the storage unit for the clean-up of any spill caused by the Contractor.

29.CONTRACTOR'S PERSONNEL

29.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the County.

29.2 DISTRICT MANAGER

Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The District Manager and the Field Supervisor(s) must have at least five (5) years of prior managerial experience with Collection programs that are comparable in size and nature to the one required under this Agreement. The District Manager must have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under this Agreement. The District Manager must have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the District Manager must be immediately accessible to the Administrator by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

29.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Service provided under this Agreement each Operating Day. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 6:00 p.m., every Operating Day. At all times during the term of this Agreement, the Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

29.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at

all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

29.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Administrator has the right to approve the identifiers or identification furnished by the Contractor.

29.6 ATTIRE FOR EMPLOYEES

Employees and subcontractors of the Contractor shall wear proper attire at all times when working under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

29.7 REMOVAL OF EMPLOYEES

The Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the work hereunder. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the County harmless from and against legal actions by any employees so removed.

29.8 EMPLOYEE TRAINING AND LICENSES

29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

29.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the County's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

29.11 SUBCONTRACTORS AND TEMPORARY LABOR

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the Service Area by using permanent employees of the Contractor and its subcontractors. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services.

30.CONTRACTOR'S LOCAL OFFICE

- 30.1** The Contractor shall maintain a local customer service and dispatch office within the County. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday and, if Residential Collection Services are provided on a Saturday, from 8:00 a.m. to 2:00 p.m. on that Saturday. However, the Contractor's office does not need to be open on Holidays.
- 30.2** The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the obligations of the parties under this Agreement.
- 30.3** The Contractor shall have a toll-free telephone number for calls from Customers in the Service Area. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office. The Contractor shall have extra staff working in the Contractor's office each Operating Day in October 2015 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in Sections 30.2 and 31.1.4. The Contractor's telephone number shall be listed in the Contractor's webpage and the largest telephone directory in the County. Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- 30.4** The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Administrator's approval.
- 30.5** The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.

31.CUSTOMER RELATIONS

31.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

31.1.1 The Contractor shall be responsible for receiving and resolving all complaints from Customers. If the County receives a complaint or a request from a Customer, the County shall notify the Contractor's District Manager or their designee via electronic mail or facsimile. After the County notifies the Contractor, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 31.1.4 and then the Contractor shall promptly initiate its response.

If a Customer delivers a written complaint or request to the Contractor (e.g., via electronic mail), the Contractor shall promptly send the written complaint or request to the Administrator or the Administrator's designee via electronic mail or facsimile.

31.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Contractor shall notify the Administrator who shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- Missed or early Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
- Failure to maintain vehicles or equipment in compliance with this Agreement;
- Damage to public or private property;
- Failure to pick up litter;
- Failure to obey traffic regulations; and
- Discourteous treatment of Customers.

31.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before noon on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request and the Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.

31.1.4 The Contractor must establish a real-time, web-based system for tracking all complaints. The Contractor shall enter each complaint into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor shall configure the system in a manner that allows the Administrator to: (a) access the

system and monitor the complaints from the County's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Contractor's system shall be designed to provide immediate notice to the Administrator when a complaint is entered into the Contractor's tracking system. The Administrator does not need the ability to enter or delete data in the electronic tracking system. The format of the information collected in the electronic tracking system shall be subject to the Administrator's approval. With the Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 34.2.6, below. This tracking system shall be fully operational no later than September 15, 2015, pursuant to Section 5.2(h), above.

31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

- 31.2.1 The Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.
- 31.2.2 The Administrator shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.
- 31.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Administrator's decision or, in the alternative, provide the Administrator with a written request for a hearing before the County Administrator.
- 31.2.4 If a request is filed, the County Administrator shall act upon such request within thirty (30) days. The County Administrator shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Administrator shall notify the Customer, the Contractor, and the Administrator in writing concerning the County Administrator's decision. The County Administrator may: (a) confirm, in whole or in part, the Administrator's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the County Administrator deems necessary and appropriate. The County Administrator's decision shall be final and shall not be subject to further appeal.

32.CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the District in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The County shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the

Administrator within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Administrator.

32.2 ADMINISTRATOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Administrator is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the District. The Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

32.3 RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The District shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the District's inspection and shall cooperate fully. The District is not obligated to provide advance notice of its inspections.

32.4 RIGHT TO APPROVE

Whenever this Agreement authorizes the District or one of its representatives (e.g., the Administrator) to approve a request by the Contractor, the District shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The District shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the District shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the District shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

32.5 RIGHT TO REQUIRE PERFORMANCE

The District shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area. If the Administrator instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Administrator's request, the District may collect such material using its own resources or by using a third party vendor. The District may deduct the cost of collecting such material from the District's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the District shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

33.[RESERVED]

34.RECORD KEEPING AND REPORTING

34.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

34.1.1 The Contractor shall be solely responsible for keeping all of the records and

documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Putnam County for at least three (3) years following the termination of this Agreement.

- 34.1.2 All of the Contractor's reports to the District shall be submitted in an electronic (digital) format that is compatible with the County's software. Hard copies also shall be provided, if requested by the Administrator or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Administrator's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.
- 34.1.3 The Contractor shall prepare the logs identified in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.5, 34.2.6, and 34.2.7 of this Agreement. The Contractor is encouraged to maintain the log identified in Section 34.2.4, but the Contractor shall not be required to do so, unless the Administrator concludes that the reporting requirements in Section 34.2.4 must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.
- 34.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. Upon request, the information in the logs shall be provided to the Administrator within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Administrator's approval.

34.2 SPECIFIC RECORD KEEPING REQUIREMENTS

- 34.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the District pursuant to Section 36. The Contractor shall summarize its records in a log.
- 34.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the District pursuant to Section 36. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.
- 34.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials it collects in the Service Area, including the materials collected for the District pursuant to Section 36. The

records shall identify the amount of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

- 34.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.
- 34.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for the Non-Collection Notice.
- 34.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the District or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 34.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

34.3 QUARTERLY REPORT

- 34.3.1 The Contractor shall submit a quarterly report to the Administrator no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; and (f) the total number of Legitimate Complaints.
- 34.3.2 The quarterly report shall include any information requested by the Administrator to enable the District and the County to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.

34.3.3 Whenever the Contractor submits a quarterly report to the Administrator, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify in each quarterly report that (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under this Agreement has been delivered to a Designated Facility, and (b) the Contractor's quarterly report accurately accounts for all such deliveries.

34.4 ANNUAL REPORT

Contractor shall submit an annual report to the Administrator no later than sixty (60) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; and (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year.

34.5 ACCIDENT REPORTS

The Contractor shall notify the Administrator of any accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and result in personal injuries or damage to public or private property. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Administrator within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

34.6 RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the District to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Administrator or the Contractor deem relevant under the circumstances.

The District shall have the right to inspect, copy, and audit, at the District's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except confidential personnel records. The Contractor's records shall be made available for inspection in Putnam County during normal business hours, within five (5) Operating Days after the District requests the records. The Contractor may provide electronic copies of the records, in lieu of hard copies.

34.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

- (a) keep and maintain all records that ordinarily and necessarily would be required to be kept by the County or District in order to perform the services provided hereunder;
- (b) provide the public with access to public records on the same terms and conditions that the County or District would provide the records and at a cost that does not exceed the cost specified in Chapter 119, Florida Statutes, or other laws;
- (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (d) comply with all requirements for retaining public records and transfer, at no cost, to the County or District all records in the possession of the Contractor at the expiration or termination of this Agreement, and destroy all public records that are confidential and exempt from public records disclosure requirements.

If the Contractor fails to comply with these requirements, the District may enforce these provisions in accordance with the terms of this Agreement.

35.PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall provide the following notices and educational services to help inform the public about the District's Solid Waste management system. The Contractor shall work closely with the Administrator when preparing the notices, educational materials, and promotional information required pursuant to this Section 35. The design and content of the notices, educational materials, and promotional information shall be subject to the Administrator's prior approval. The Contractor shall be responsible for all expenses associated with the notices and educational services required herein.

35.1 NOTICE FOR COMMENCEMENT OF SERVICE

At least thirty (30) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to all Residential Customers. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice to Residential Customers shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the County. The notice also may provide other relevant information concerning the Contractor's services.

35.2 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same general information that is

contained in the notice pursuant to Section 35.1.

35.3 NOTICES CONCERNING CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Residential Customer that will be affected by a change in the Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the Administrator for review and approval at least three (3) weeks prior to the printing and delivery of the notice. The approved notice shall be delivered to the affected Customers at least five (5) days before the Contractor changes its Scheduled Collection Days.

35.4 NOTICES FOR HOLIDAYS

The Contractor shall provide written notice annually to each Customer that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Contractor shall also publish notice in the newspaper of general circulation that has the largest number of subscriptions in Putnam County. The Contractor also shall place a notice on the Contractor's website. The newspaper notice shall be published at least three (3) days before the Holiday. The notice on the Contractor's website shall be in place at least ten (10) days before the Holiday.

36.CONTRACTOR'S COLLECTION SERVICES FOR THE DISTRICT

The Contractor shall provide Collection Service for six (6) Community Events that are designated by the Administrator each Operating Year. The Contractor shall provide up to nine hundred sixty (960) cubic yards of capacity in Roll-Off Containers each year for Community Events, without charge. The Administrator shall designate the number and size of the containers required for each event.

The Contractor shall provide Recycling Containers for each of the six (6) Community Events, without charge, in the quantities and at the locations selected by the Administrator.

37.CONTRACTOR'S EMERGENCY SERVICES

37.1 COLLECTION OF GARBAGE AFTER A DISASTER

Following a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as mutually determined by the Administrator and Contractor. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days as soon as possible after being directed to do so by the Administrator. Until the Contractor resumes normal Collection Service, the Contractor's work for the County shall be the Contractor's highest priority and it shall take priority over the Contractor's work for Commercial Customers and other members of the private sector.

37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or human event that is declared a federal

disaster, the Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules.

37.3 COLLECTION OF DISASTER DEBRIS

This Agreement does not give the Contractor the right to collect Disaster Debris. The County will enter into a separate contract with the Contractor if the County wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the County to utilize the services of Contractor, or prevent the County from hiring another Person, to collect Disaster Debris. Among other things, the County may utilize its Disaster Debris Contract in accordance with its emergency management plan, or may utilize County personnel and equipment, for the Collection of Disaster Debris.

37.4 CONTRACTOR'S CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Administrator before the Commencement Date, in compliance with the schedule in Section 5.2. The Contingency Plan shall be updated annually and resubmitted to the Administrator (a) with the Contractor's annual report and (b) within five (5) Operating Days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Administrator's approval.

37.5 EMERGENCY MANAGEMENT MEETINGS

If requested by the Administrator, the Contractor shall attend the County's emergency management and disaster preparedness meetings and shall provide the County with any materials that may be useful to its efforts, including but not limited to Collection schedules and routes. The Administrator shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

38.RATES FOR CONTRACTOR'S SERVICES

38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibit 3 are the maximum amounts that shall be charged for the Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the Service Area after the Effective Date. The Contractor shall utilize the Rates in Exhibit 3, and no others, when billing the County.

38.2 [RESERVED]

38.3 CPI ADJUSTMENTS TO RATES

On October 1, 2016 and each October 1 thereafter during the term of this Agreement, the Rates shall be adjusted, upward or downward, to reflect the change in the cost of Collection during the previous year due to inflation or deflation. Specifically, the Rates in Exhibit 3 shall be adjusted, upward or downward, by an amount that is equal to the percentage change that occurred in the Consumer Price Index (“CPI”) during the most recent twelve (12) consecutive month period beginning on April 1 and ending on March 31. For example, with regard to the CPI adjustment on October 1, 2016, the relevant period will be April 1, 2015 through March 31, 2016.

The percentage change in the CPI shall be calculated by using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent April (e.g., April 2016)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., 2015)

Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed 4% and there shall be no “catch up” adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the 4% “cap” in a year when the CPI adjustment would exceed 4%, but for the 4% limitation contained herein).

Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator on or before July 1 of the then current Operating Year. For example, the Contractor must request a CPI adjustment to the Rates on or before July 1, 2016 if the Contractor wants an adjustment to occur on October 1, 2016. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI adjustment on October 1 of the next Operating Year. Further, there shall be no “catch up” adjustment to the Rates in future years to off-set or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates. No notice is required, and the CPI adjustment shall occur, if the CPI adjustment will reduce the Rates.

If the CPI is discontinued or substantially altered, the District may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

Exhibit 8 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.

38.4 [RESERVED]

38.5 [RESERVED]

38.6 RATE ADJUSTMENTS FOR CHANGES IN LAW

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the District to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of

proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the District to fairly evaluate the proposed Rate increase. The Administrator may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Administrator shall present the Contractor's request and the Administrator's recommendations to the District. The Contractor shall be given a reasonable opportunity to explain the basis for its request at a duly noticed public meeting of the District.

The Administrator and the District shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. Subject to the provisions of Section 32.4, the Contractor's request shall be approved if the request complies with the requirements in this Section 38.6 and the Agreement. The District's decision to grant or deny the Contractor's request shall constitute final and binding action.

If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the District. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Rate adjustment is approved pursuant to this Section 38.6 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate on the Effective Date, the District may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor.

38.7 EXTRAORDINARY RATE ADJUSTMENTS

38.7.1 Once each Operating Year, before April 1, the Contractor may petition the Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Manager may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition.

38.7.2 The Contractor shall be given a reasonable opportunity to explain the grounds for its petition at a public meeting conducted by the District.

39.PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

39.1 GENERAL BILLING AND PAYMENT PROVISIONS

The District shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly authorized in this Agreement and the fee is identified in Exhibit 3. The Rates for Collection Services in Exhibit 3 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the District shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

39.2 [RESERVED]

39.3 PAYMENTS FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and exceptions contained herein, the District shall pay the Contractor for the Residential Collection Service that is provided by the Contractor in compliance with this Agreement. Such payments will be based on the Rates set forth in Exhibit 3.

On or before the tenth day of each Operating Month, the Contractor shall provide the District with an invoice for the Residential Collection Services that were provided by the Contractor during the prior Operating Month. The format and content of the Contractor's invoice shall be subject to the approval of the Administrator. The Contractor's invoice shall identify the type of Residential Collection Service provided and the number of Dwelling Units that received each type of Collection Service. The amount of the District's payments to the Contractor shall be calculated by multiplying the applicable monthly Rate for a Residential Service times the number of Dwelling Units on the Residential Customer List receiving that specific type of Collection Service. For the purposes of calculating the amount of the District's payments, the Contractor shall use the Residential Customer List as it existed on the first day of the Operating Month for which payment is being made.

The Contractor's monthly invoice also shall include the following information for the previous Operating Month: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Yard Waste; Bulky Waste) delivered to the Designated Facility pursuant to this Agreement; and (b) the total quantity of Source Separated Recyclable Material delivered to the Designated Facility pursuant to this Agreement.

The District shall pay the Contractor within thirty (30) days after it receives the Contractor's invoice. The District shall have the right to request and obtain additional information from the Contractor concerning the Contractor's invoice. The District also has the right to contest the amounts requested in the Contractor's invoice. However, the District shall pay all undisputed amounts within thirty (30) days after receiving the Contractor's invoice.

39.4 PAYMENTS FOR COLLECTION SERVICES PROVIDED TO THE DISTRICT

The Contractor shall not bill the District, and the District shall not pay the Contractor, for the services provided pursuant to Section 36 of this Agreement.

39.5 [RESERVED]

39.6 UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the District pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Administrator to rectify the mistake. The District shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the District shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the District received the Contractor's notice of the error.

39.7 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY

The District shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in Sections 39.3 above. The Contractor shall have no right to any revenues or funds obtained by the County or the District from any other sources, including but not limited to funds distributed to the County or the District by the Florida Department of Environmental Protection or any other Person.

39.8 PAYMENT FOR COMMERCIAL COLLECTION SERVICES

The Contractor shall be solely responsible for billing its Commercial Customers and collecting the Rates, fees, and other charges for the Commercial Collection Services the Contractor provides. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal of the Solid Waste and other material collected by the Contractor when providing its Commercial Collection Services.

39.9 [RESERVED]

39.10 PAYMENTS FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Service shall be paid in addition to the Rates for the routine Collection Service received by the Customer. The Contractor shall be solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste collected by the Contractor when providing Special Collection Services. In cases where there are no established Rates in this Agreement for the requested Special Collection Service, the Contractor and the Customer shall negotiate a mutually acceptable Rate for the Contractor's services.

40.[RESERVED]

41.RECYCLING REVENUES FOR DISTRICT

The Contractor shall pay the District a fee for each ton of Recyclable Material that the Contractor or its agent transports from the District's Recycling Building. The fee shall be equal to three percent (3%) of the gross revenue that the Contractor receives from the sale of such material. The fee shall be paid monthly. Payment shall be delivered to the District no later than ten (10) days after the month for which payment is being made.

42.[RESERVED]

43. VERIFICATION OF PAYMENT AMOUNTS

- 43.1** The acceptance of any payment from the Contractor, or the deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the District may have for additional sums payable from the Contractor.
- 43.2** At any time within the applicable statute of limitations, the District may recalculate and collect any amounts that are payable to the District under this Agreement, plus Interest, and all costs of collection, including attorneys' fees and court costs.
- 43.3** At its expense, the District may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

44. ADMINISTRATIVE CHARGES

44.1 BASIS FOR ADMINISTRATIVE CHARGES

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the District due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the parties have established the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The parties also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

- 44.2.1** The Administrator shall conduct a preliminary evaluation of the relevant facts before the Administrator decides whether administrative charges should be assessed against the Contractor. At a minimum, the Administrator shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Administrator shall determine whether administrative charges should be assessed. However, the District shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.
- 44.2.2** Prior to assessing administrative charges, the Administrator shall provide written notice to the Contractor, indicating the District's intent to assess administrative charges and the basis for the County's position.
- 44.2.3** After receiving the Administrator's letter, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Administrator.

- 44.2.4 If a protest is timely filed, the matter shall be referred to the County Administrator for resolution. The County Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Administrator's decision shall be final and non-appealable, except as provided in Section 44.2.6.
- 44.2.5 If a protest or petition is not timely filed by the Contractor, or if the County Administrator concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Administrator within twenty (20) days of receiving the written decision of the Administrator or County Administrator, as applicable. If the Contractor fails to pay an administrative charge when due, the District may deduct the administrative charge from its monthly payments to the Contractor or withhold the monthly payment until the administrative charge is paid.
- 44.2.6 The procedures in this Section 44.2 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Five Thousand Dollars (\$5,000). If the administrative charges in one month will exceed this threshold, the Contractor may use the dispute resolution procedures in Section 49, instead of the procedures in Section 44.

44.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE

The Administrator shall impose administrative charges for the Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.4, below:

- 44.3.1 Failure to hire the Contractor's District Manager by July 1, 2015. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 44.3.2 Failure to provide purchase orders or other documentation to the County by August 15, 2015, confirming that all necessary Collection vehicles and equipment have been ordered and will be delivered to the Contractor's equipment yard no later than September 18, 2015. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 44.3.3 Failure to mail or deliver the County-approved brochures and informational materials to all Customers in compliance with the schedules in Section 35.1. For each calendar day of delay, Three Thousand Dollars (\$3,000) shall be assessed against the Contractor.
- 44.3.4 Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard by September 18, 2015. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

44.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT

On the Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges as follows:

- 44.4.1 Failure to clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving

oral notification by the Administrator or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.

- 44.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the Administrator or Customer. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).
- 44.4.3 Failure to complete a route on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the Administrator or the Customer. A route shall be considered incomplete if five (5) or more Dwelling Units or two (2) or more streets or roadways are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete routes.
- 44.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving oral notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per incident per Operating Day.
- 44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, shall result in a Fifty Dollar (\$50) assessment per occurrence.
- 44.4.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving notification from a Customer or the Administrator shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day until such complaint is resolved to the satisfaction of the District.
- 44.4.8 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
- 44.4.9 Failure to dispose of any Residential Waste or Commercial Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.10 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 19, or delivering Source Separated Recyclable

Materials to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.

- 44.4.11 Failure to correct chronic Collection problems shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each Legitimate Complaint thereafter. If the Contractor has more than five (5) Customers with chronic problems within one Operating Year, there shall be an additional Five Hundred Dollar (\$500) assessment.
- 44.4.12 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.
- 44.4.13 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Administrator, shall result in the imposition of a One Hundred Dollar (\$100) assessment for each vehicle and each container not properly labeled.
- 44.4.14 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.15 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.16 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.17 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
- 44.4.18 Collecting Solid Waste or Source Separated Recyclable Materials at times that are outside of the hours specified in this Agreement, without prior approval of the Administrator, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 44.4.19 Leaving Collection Containers where they block driveways, streets, or roads shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.20 Failure to provide timely notices and educational materials, as required pursuant to Section 35, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.

- 44.4.21 Failure to repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids, within the deadlines in Section 17.6, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
- 44.4.22 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.4.23 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.4.24 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
- 44.4.25 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per occurrence.
- 44.4.26 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement, shall result in an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.4.27 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of Two Hundred Dollars (\$200).
- 44.4.28 Failure to adhere to the approved routes in the Collection Plan, without receiving the Administrator's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
- 44.4.29 Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.4.30 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per occurrence.
- 44.4.31 Failure to provide accurate information to the District concerning the Contractor's Collection Services or the calculation of the Franchise Fees for such Services, shall

result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.

44.4.32 [RESERVED]

44.4.33 [RESERVED]

44.4.34 Failure to respond to a Customer's request for service, within the deadline set forth in Section 31.1.5, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.

44.4.35 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 20.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each day of delay.

45.PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the District may withhold part or all of any payment otherwise due the Contractor if the Administrator concludes that the Contractor's actions or inactions have resulted in the following:

- (a) The Contractor's failure to carry out lawful instructions or orders from the Administrator, when required by this Agreement;
- (b) Failure of the Contractor to make payments to any subcontractor, which results in a claim against the County or the District;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the District or OSHA;
- (d) Failure of the Contractor to provide routes, schedules, data, documents or reports requested by the County in compliance with this Agreement; or
- (e) Failure to pay an administrative charge when due.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the District shall not be liable to the Contractor for Interest on any delayed payment. The Administrator shall not exercise the right to withhold payments under this Section 45 unless the Administrator concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

46.NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

46.1 If either party is unable to perform, or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for such party to correct the adverse effect of such event of Force Majeure.

- 46.2** The Contractor shall not be entitled to compensation from a Customer or the District for such period of time when the delay or non-performance occurs, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The District shall not be liable for any loss suffered by Contractor as a result of an event of Force Majeure.
- 46.3** Notwithstanding anything else contained herein, labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.
- 46.4** To be entitled to the benefit of this Section 46, a party claiming an event of Force Majeure shall give prompt written notice to the other party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this Section 46, time is of the essence.

47.BREACH AND TERMINATION OF AGREEMENT

47.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either party may terminate this Agreement if the other party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 47.1.1 Refusing to comply with any lawful order of the Administrator.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Discontinuing operations without prior authorization from the Administrator.
- 47.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 47.1.5 Failing to obey any Applicable Law.
- 47.1.6 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 47.1.7 Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to a Designated Facility.
- 47.1.8 Failing to pay any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 47.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 47.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.

- 47.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 53.
- 47.1.13 A Parent Corporation Guarantee provided pursuant to Section 54 is revoked.
- 47.1.14 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.15, 47.1.16, 47.1.17, and 47.1.18, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting party gives notice to the defaulting party or at such other time designated by the non-defaulting party.

47.1.15 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

47.1.16 Involuntary Bankruptcy

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

47.1.17 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

47.1.18 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the District.

47.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the District may conclude that the Contractor is a “habitual violator,” regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the District concludes the Contractor is a habitual violator, the District shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the District may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the District.

47.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to one hundred eighty (180) calendar days if requested to do so by the District. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the District may hire an alternate Person to provide Collection Services in the Service Area if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. Such interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the District’s satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the District may terminate this Agreement, effective as of the date designated by the District. The Contractor shall reimburse the District for any and all reasonable costs incurred by the District related to or arising from the use of an alternate Person to provide Collection Service.

47.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the District nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the District shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the District, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the District all reports concerning the Contractor’s activities through the end of the month in which termination occurs; (d) the provisions of Sections 34.6 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement shall remain enforceable against such party

subsequent to such termination, including but not limited to the provisions in Section 51.

48. OPERATIONS DURING DISPUTE

If a dispute arises between the District, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

49. DISPUTE RESOLUTION PROCESS

- 49.1** The District and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the parties, the parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.
- 49.2** All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 49.3** Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The parties shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Putnam County, Florida, in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the appointment of a certified civil mediator who is mutually acceptable to the parties. After consultation with the parties and their counsel, the mediator shall fix a reasonable time and place in Putnam County for the mediation conference within the time limits prescribed by this Section 49.3. The mediation conference shall be scheduled for no less than one full working day, and each party and its primary counsel shall attend the mediation conference. If either a party or its primary legal counsel fails to attend the mediation conference, that party shall be liable for the other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other party's attorney fees and costs. Except as provided in the preceding sentence, the parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. The parties recognize that any proposed settlement of their dispute may need to be approved by the Board of County Commissioners or the District. If the parties reach a mutually acceptable settlement of the dispute during the mediation, and the settlement is approved by the appropriate representatives of the parties, the parties shall record the settlement in a written settlement agreement that will be binding on both of them. Neither party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. If a dispute is not resolved pursuant to mediation

within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation, after providing ten (10) days' advance written notice to the other party.

- 49.4** Notwithstanding the foregoing, if either party terminates this Agreement for cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to mediation.
- 49.5** The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.
- 49.6** THE DISTRICT AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.
- 49.7** When a dispute between the District and the Contractor is pending or threatened, the Contractor shall attempt to resolve the dispute with the Administrator. If this attempt is unsuccessful, either party may initiate a non-binding mediation process, in accordance with the provisions of Sections 49.2 and 49.3, above. In addition, at any time during the dispute resolution process, the Contractor may request the District to consider the disputed issue. The Contractor's written request shall be delivered to the Administrator and it shall describe the Contractor's proposed solution for resolving the dispute. The Administrator may request, and the Contractor shall timely provide, any additional information that is reasonably necessary to evaluate the disputed issue and the Contractor's proposal. The Administrator shall present the matter to the District at a duly noticed public meeting. The Contractor also shall be given an opportunity to present any relevant information to the District at the public meeting. The District shall fully and fairly consider the Contractor's proposal in a timely manner. If the District rejects the Contractor's proposal in whole or in part, the Contractor may pursue any dispute resolution mechanism, subject to the provisions in this Section 49.

50.CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

50.1 CONTINUATION OF CONTRACTOR'S SERVICE

If the District does not exercise its right to renew this Agreement or if there are no renewal options remaining, the District will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded in a timely manner, Contractor shall provide its Collection Services in compliance with this Agreement for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current Rates, if the District requests this service.

50.2 [RESERVED]

50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, Contractor shall work with the District to ensure that there is no interruption or reduction of service when the Contractor ends its services to the

District. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the District, to minimize any disruptions in the service provided to the public.

50.4 RIGHT TO PROCURE NEW SERVICES

At any time, the District may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the District to obtain the services of a Person who will collect Solid Waste for the County after this Agreement expires or is terminated.

51.DAMAGES AND INDEMNIFICATION

51.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement. To the extent that the District and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 51.3, below.

51.2 CONTRACTOR'S INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the District, defend, each of the County Indemnified Parties from and against every Indemnified Loss that is caused by or results from, directly or indirectly, in whole or in part, any negligent or willful act or omission of the Contractor, any tier of subcontractor to the Contractor or any subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose acts or omissions any of them may be liable, except to the extent resulting from the negligent acts or omissions of the County Indemnified Party. The obligation of the Contractor under this Section 51.2 is absolute and unconditional; it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

It is the intent of this Section 51.2 that the Contractor's indemnification obligations include all joint and several liability of the Contractor, any subcontractor to the Contractor, or any subcontractor to a subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The District may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend its right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at its sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement.

51.3 CONTRIBUTION

In the event of joint negligence on the part of the County/District and the Contractor, any loss and

costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

51.4 DAMAGES

The measure of damages to be paid by the Contractor to the District or by the District to the Contractor, due to any failure by the Contractor or the District to meet any of its obligations under this Agreement, shall be the actual damages incurred by the District or the Contractor. Neither party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply without regard to either party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the District the following:

- (a) All lawful fines, penalties, and forfeitures charged to the District by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the District as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

51.5 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County, the District or the Contractor.

51.6 COLLECTION OF OVERDUE PAYMENTS AND INTEREST

If the Contractor fails to pay any amount that is owed to the District under this Agreement, the Contractor shall pay Interest on the outstanding debt and the Contractor shall pay any expenses the District incurs in its efforts to recover the unpaid debt. Interest shall begin to accrue on the first calendar day after the payment is due and it shall compound daily. The Contractor's liability for expenses shall include but not be limited to any court costs, filing fees, witness fees, and attorneys' fees that the District incurs in any civil suit, bankruptcy proceeding, appeal, or other proceeding in which the District is the prevailing party.

52.CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's acts and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the District's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

52.1 COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 200,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability any further than the restrictions included in the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) or equivalent. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and consistent with the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

52.2 BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

52.3 POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$2,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

52.4 EXCESS LIABILITY

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability, unless the total combined limit of the Excess Liability is satisfied in the required policy. Contractor shall endorse the County and the District as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a “True Following-Form” basis. This liability may be satisfied by the Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

52.5 WORKER’S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

Contractor shall maintain Worker’s Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers’ Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

52.6 ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the County and the District as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County and the District with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County and the District as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "Putnam County, Florida, a political subdivision of the State of Florida, and its Board of County Commissioners," and the Putnam County Solid Waste Collection and Disposal District for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the County. A copy of any endorsement issued to extend coverage to the County and the District must be provided when evidencing insurance to the District.

52.7 WAIVER OF SUBROGATION

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the County and the District must be provided when evidencing insurance to the County and the District.

52.8 CERTIFICATE(S) OF INSURANCE

At least five (5) days prior to the Effective Date, Contractor shall provide the District with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the District of any cancellation of coverage. The Contractor shall ensure that such notice is provided to the District. The Certificate of Insurance shall identify the County's RFP (No. 2015-SWCC) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Putnam County, Florida
2509 Crill Avenue, Suite 200
Palatka, FL 32177

The Certificate of Insurance shall evidence a waiver of subrogation in favor of the County and the District, that coverage shall be primary and noncontributory, and that each policy includes a

Cross Liability or Severability of Interests provision. The Certificate of Insurance shall be provided to the County Attorney's Office, at the address provided above. The Contractor shall ensure that current Certificates of Insurance are on file with the County at all times during the term of this Agreement and such certificates comply with the requirements herein.

52.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

Contractor shall be solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the District reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. At the District's option, the Contractor may be required to reduce the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County and the District shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

52.10 RIGHT TO REVISE OR REJECT

The District reserves the right, but not the obligation, to reject any insurance policy that fails to meet the criteria stated herein. Additionally, the District reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the District's approval of any insurance provided by the Contractor or a subcontractor, nor its failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

52.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies licensed or approved to do business in the State of Florida with a minimum rating of "A" in accordance with the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be X or greater.

52.12 OTHER INSURANCE REQUIREMENTS

At its option, the District may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the

satisfaction of the District that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the County.

The Contractor shall immediately advise the District of pending or threatened litigation if such litigation will reduce the coverage provided to the District.

An insurer shall have no right of recovery against the County or the District. The required insurance policies shall protect the Contractor and the District, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall provide written confirmation that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the County or the District for payment of premiums or assessments in any form for such insurance.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrate coverage and terms in compliance with the requirements applicable to the Contractor.

53.PERFORMANCE BOND

The Contractor shall furnish to the District an irrevocable Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 5, and shall be subject to the approval of the County Attorney. The Performance Bond shall be issued by a surety company that is acceptable to the District. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the District. The Contractor shall furnish the Performance Bond to the District at least five (5) calendar days before the Effective Date.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 53 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available against the Contractor for breach, default, or damages.

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the District shall have the right to call the Performance Bond three (3) days after giving notice and may engage another Person to provide necessary services.

54.PARENT CORPORATION GUARANTEE

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft

guarantee in Exhibit 4 and shall be subject to the County Attorney's approval. The form must be executed by the Contractor's ultimate parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), not an intermediary between the Contractor and its parent. The corporate guarantee shall be delivered to the District at least five (5) days before the Effective Date

55.ASSIGNMENT OF AGREEMENT

- 55.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the District. The District shall have the right to approve any proposed or actual assignment by the Contractor, subject to the conditions in Section 32.4, above. Any assignment of this Agreement made by the Contractor without the express written consent of the District shall be null and void and shall be grounds for the District to declare a default of this Agreement.
- 55.2** In the event that the District's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 55.3** If any assignment is approved by the District, the assignee shall fully assume all of the obligations, duties, and liabilities of the Contractor, but the Contractor shall also remain fully liable therefor.
- 55.4** The requirements of this Section 55 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement.

56.TRANSFER OF AGREEMENT

The transfer of this Agreement, by transfer of ownership or control, or any other means to effect a change in the ownership or control of the Contractor, shall be effective only after approval by the District. A transfer includes but is not limited to a one-time change that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, or a series of changes that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the District's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the District granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars (\$20,000.00). The District may grant or deny the application for transfer, or may grant the application with conditions, subject to the provisions in Section 32.4. Among other things, such approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, and other safeguards designed to ensure that the work will be completed in compliance with the requirements in this Agreement.

Notwithstanding the other provisions in Section 55 and Section 56 of this Agreement, the District shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 55 and Section 56 shall be waived by the District for a

period not to exceed ninety (90) days.

57.SUBSEQUENT COUNTY ORDINANCES

Nothing contained in any County ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the District and this Agreement is amended accordingly.

58.AMENDMENTS TO THE AGREEMENT

58.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by each party hereto.

58.2 DISTRICT'S POWER TO AMEND AGREEMENT

The District shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when it deems it necessary and desirable for the public welfare. The Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the District and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to all procedures, operations, and obligations of the Contractor. Among other things, the District and the Contractor may wish to amend this Agreement if the Authority begins to accept Source Separated Recyclable Materials that are collected in a "single stream" – i.e., all of the Recyclable Materials are collected and handled together in one bin or cart.

In the future, the District may wish to obtain new services that are not addressed under this Agreement. For example, it may wish to expand its Recycling program in ways that have not yet been identified. If the District and the Contractor are unable to agree upon the terms and conditions governing such services, including but not limited to the Rates for such services, the District shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

58.3 AMENDMENTS DUE TO CHANGES IN LAW

The parties understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the County or the District, then the provisions and Rates in this Agreement may need to be modified. The parties agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law.

59.WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed

to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of either party at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the District or Contractor thereafter to enforce same. Nor shall waiver by either party of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

60.WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the District also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste or Recyclable Materials collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste “flow control”, regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

61.GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Putnam County, Florida. Venue shall lie exclusively in Putnam County.

62.COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 57.

63.PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

64.EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

65.AGREEMENT DOCUMENTS

This Agreement and the following documents comprise the entire Agreement between the District and Contractor. The following documents are attached to this Agreement and they are incorporated in this Agreement by this reference:

Exhibits 1, 3, 4, 5 and 8

After the Effective Date, the Agreement shall be supplemented with the following:

Performance Bonds and Insurance Certificates

Any amendments to this Agreement that are approved by the District and Contractor

There are no Agreement documents other than those listed above.

66.ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement shall supersede the District's RFP No. 2015-SWCC and the Contractor's response to the RFP. In the event of any conflict, the provisions of this Agreement shall govern and shall supersede anything contained in such RFP or the Contractor's response to the RFP.

67.HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

68.CONSTRUCTION OF AGREEMENT

Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

69.SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

70.SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the District or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of

competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

71.FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no County officer or employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement.

72.SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the County or the District waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

73.REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the District, nor serve as the basis for a claim of estoppel against the District, nor prevent the District from terminating this Agreement. The District's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the District's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

74.NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 31.1, above, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the

Contractor and the District designate the following as the appropriate people and places for delivering notices and other documents:

As to County or the District: Putnam County Administrator
2509 Crill Avenue, Suite 200
Palatka, Florida 32177
Telephone: (386) 329-0212
Facsimile: (386) 329-1216

Copy to: Putnam County Attorney
2509 Crill Avenue, Suite 200
Palatka, Florida 32177
Telephone: (386) 329-1903
Facsimile: (386) 326-2721

As to Contractor:

Copy to:

Both parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other party of such change.

75.[RESERVED]

76.CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County and the District that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.

- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except to the extent its enforceability is limited by (1) the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (2) public policy limitations on the enforceability of indemnification provisions.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the County or the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- (i) No County or District employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County or District employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.

- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants that the Contractor is not on either of those lists.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

PUTNAM COUNTY SOLID WASTE
COLLECTION AND DISPOSAL DISTRICT

BY BOARD OF COUNTY COMMISSIONERS
OF PUTNAM COUNTY, FLORIDA

Attest:

Clerk of Court

By: _____
Karl N. Flagg, Chairman

____ day of _____, 2015

Approved as to form and legal sufficiency

By: _____
County Attorney

WITNESSES:

CONTRACTOR

Signature

By: _____
Signature

Printed Name

Printed Name and Title

____ day of _____, 2015

____ day of _____, 2015

Signature

Printed Name

____ day of _____, 2015

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PUTNAM)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of _____ for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and city aforesaid on this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

EXHIBITS

EXHIBIT 1	DESCRIPTION OF SERVICE AREA
EXHIBIT 2	[RESERVED]
EXHIBIT 3	RATES FOR RESIDENTIAL COLLECTION SERVICES
EXHIBIT 4	PARENT CORPORATION GUARANTEE
EXHIBIT 5	PERFORMANCE BOND
EXHIBIT 6	[RESERVED]
EXHIBIT 7	[RESERVED]
EXHIBIT 8	SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

EXHIBIT 1
DESCRIPTION OF SERVICE AREA

The entire unincorporated area of Putnam County, Florida, and the incorporated areas of Welaka, Pomona Park and Interlachen.

EXHIBIT 2

[RESERVED]

EXHIBIT 3

RATES FOR RESIDENTIAL COLLECTION SERVICES

	Curbside Collection
Garbage	\$_____ (1x/wk)
Yard Waste	\$_____ (1x/every other wk)
Recyclable Material	\$_____ (1x/wk)
Bulky Waste	\$_____ (1x/wk)
Total Monthly Cost per Dwelling Unit	\$ _____

Explanatory Notes

1. All Rates are fixed through September 30, 2016, and are based on the service requirements specified in the Agreement. The Rates are expressed as the cost that the District must pay per Dwelling Unit per month.
2. The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Cans or Recycling Bins that are used by the Customer.

EXHIBIT 4

PARENT CORPORATION GUARANTEE

THIS GUARANTEE (“Guarantee”) is made as of the ____ day of _____, 2015, by _____, a _____ corporation (the "Guarantor"), to and for the benefit of Putnam County, Florida (the “County”) and the Putnam County Solid Waste Collection and Disposal District (the “District”) (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, _____ (the “Contractor”), a _____ corporation and a wholly-owned subsidiary of the Guarantor, is entering into an “Exclusive Franchise Agreement ("Agreement") with the County;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the District of the Agreement, and the District would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the District to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the “Obligations”).

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

EXHIBIT 4
(continued)

(ii) the failure of the District to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver by the District of any payment, performance, or observance of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County or the District as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of

EXHIBIT 4
(continued)

any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County or the District without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County or the District on any number of occasions.

6. No failure, omission or delay by the County or the District in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County or the District. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligations hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County or the District first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County or the District. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the County or the District shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor, the County and the District irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought in the state or federal courts in and for Putnam County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) consents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it

EXHIBIT 4
(continued)

may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guarantee.

10. Upon payment by the Guarantor of any sum to the County or the District hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the County, the District and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County and the District and may be enforced against Guarantor by the County and the District and any of its successors and assigns. This Guarantee contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County and the District of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County or the District: Putnam County Administrator
2509 Crill Avenue, Suite 200
Palatka, Florida 32177
Telephone: (386) 329-0212
Facsimile: (386) 329-1216

**EXHIBIT 4
(continued)**

Copy to: Putnam County Attorney
2509 Crill Avenue, Suite 200
Palatka, Florida 32177
Telephone: (386) 329-1903
Facsimile: (386) 326-2721

If to the Guarantor:

Copy to:

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guarantee.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: _____ (Guarantor)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Seal]

**EXHIBIT 4
(continued)**

Witnesses:

Signature

Print or Type Name

DRAFT

EXHIBIT 5

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

XYZ Company
Address

SURETY (name, principal place of business, and phone number):

COUNTY:

Putnam County Administrator
2509 Crill Avenue, Suite 200
Palatka, Florida 32177
Telephone: (386) 329-0212
Facsimile: (386) 329-1216

BOND No.

Date: _____

Amount: Five Hundred Thousand Dollars (\$500,000)

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as
Surety, are held and firmly bound unto Putnam County, Florida (hereinafter "COUNTY"), and the
Putnam County Solid Waste Collection and Disposal District (collectively, "Obligee"), in the amount of
Five Hundred Thousand Dollars (\$500,000.00), for the payment whereof CONTRACTOR and SURETY
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement"
(hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has
carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not
limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and
Indemnification"); and

WHEREAS, the DISTRICT'S issuance of an exclusive franchise to the CONTRACTOR, and the
DISTRICT'S execution of the Agreement with the CONTRACTOR, are contingent upon the execution of
this bond (hereinafter "BOND") and these presents.

EXHIBIT 5 (continued)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY and the DISTRICT all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY or the DISTRICT sustain because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY or the DISTRICT may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY or the DISTRICT may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY or the DISTRICT shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY or the DISTRICT may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding

EXHIBIT 5
(continued)

against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in and for Putnam County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, the DISTRICT, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY and the DISTRICT that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

**EXHIBIT 5
(continued)**

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

EXHIBIT 6

[RESERVED]

EXHIBIT 7

[RESERVED]

EXHIBIT 8

SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined. The first CPI adjustment will be effective on October 1, 2016.

CPI Adjustment on October 1, 2016

Current monthly Rate per Dwelling Unit: \$10.00

Percentage change in CPI for previous 12 month period: 1.7%

Calculation of Percentage Change: $1.7\% \times 0.8 = 1.36\%$

Calculation: $\$10.00 \times 0.013 = \0.13

New monthly Rate per Dwelling Unit: $\$10.00 + \$0.13 = \$10.13$

CPI Adjustment on October 1, 2017

Current monthly Rate per Dwelling Unit: \$10.13

Percentage change in CPI for previous 12 month period: 2.5%

Calculation of Percentage Change: $2.5\% \times 0.8 = 2.0\%$

Calculation: $\$10.13 \times .02 = \0.20

New Rate per Dwelling Unit: $\$10.13 + \$0.20 = \$10.33$

CPI Adjustment on October 1, 2018

Current monthly Rate per Dwelling Unit: \$10.33

Percentage change in CPI for previous 12 month period: 8.0%

Calculation of Percentage Change: $8.0\% \times 0.8 = 6.4\%*$

Calculation: $\$10.33 \times 0.04* = \0.41

New monthly Rate per Dwelling Unit: $\$10.33 + \$0.41 = \$10.74$

* Note: Pursuant to Section 38.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed four percent (4%) in any year. Accordingly, the CPI adjustment in Year 3 shall be limited to four percent (4%).

2015-SWCC

Title: Collection of Solid Waste and Recyclable Materials

Deadline for Delivering Proposals: 2:00 p.m. (local time), June 5, 2015

Addendum Date: May 22, 2015

ADDENDUM NO. 1

This Addendum No. 1 revises and clarifies the Request for Proposals (“RFP”) for the Collection of Solid Waste and Recyclable Materials (RFP# 2015-SWCC) that was issued by the Putnam County Solid Waste Collection and Disposal District (“District”). Each Proposer should review this Addendum carefully before submitting a proposal in response to the District’s RFP.

SECTION I. CHANGES TO THE AGREEMENT

In this Addendum, the District agrees to revise certain provisions of the draft Franchise Agreement (“Agreement”) that is attached to the District’s RFP. For example, revisions to the Agreement are described in the District’s Responses to Questions Nos. 6, 7, 27, and 52, which are set forth in Section II, below. In addition, the District shall revise the Agreement as shown in this Section I, paragraphs A through G, below. All of these revisions to the Agreement will be incorporated into the next draft of the Agreement, which will be issued after the Successful Proposer is selected by the District, and before the Agreement is executed by the District and the Successful Proposer.

Please note that the Agreement and RFP shall remain unchanged, except for the revisions to the Agreement and RFP that are explicitly identified in this Addendum No. 1.

The capitalized words and phrases in this Addendum No. 1 are defined in the Agreement.

- A. The District will add the following sentence to Section 3.3 (Option to Terminate Recycling Service) of the Agreement:

“The termination of Collection Services for Source Separated Recyclable Materials pursuant to this Section 3.3 shall not affect or terminate the Contractor’s right to use the Recycling Building pursuant to Section 25 herein.”

Underlined words will be added to the Agreement; words that are ~~stricken~~ will be deleted.

- B. The District will add the following heading and text to Section 7.9 (Reserved) of the Agreement:

“7.9 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS IN CRESCENT CITY AND PALATKA.

The Contractor shall provide Residential Collection Service at Curbside for Recyclable Materials in Crescent City and the City of Palatka. The Contractor shall provide these services in compliance with Section 7.2 and the other provisions in this Agreement concerning the collection of Recyclable Materials from Residential Customers. However, the Contractor shall have no obligation under this Agreement to collect Garbage, Rubbish, Bulky Waste, or Yard Waste in Crescent City or the City of Palatka.”

C. Section 19.1 of the Agreement shall be revised as follows:

“The Contractor shall deliver all of the Residential Waste, Commercial Waste, and Source Separated Recyclable Materials collected in the Service Area pursuant to this Agreement to a Designated Facility.”

D. The following text shall be added to the end of Section 19.2 of the Agreement:

“After the Source Separated Recyclable Materials are delivered to the Central Landfill and weighed at the County’s scale house, the materials may be taken to any facility that is (a) permitted and licensed in compliance with Applicable Law to receive Recyclable Materials for Recycling and (b) approved in advance by the District as a Designated Facility. However, Source Separated Recyclable Materials shall not be taken to a landfill or other facility for disposal unless the Contractor has received the prior written approval of the Administrator for the disposal of such materials. Nothing contained herein prohibits the Contractor from disposing of Solid Waste (e.g., residue and rejects) that has been separated or removed from Source Separated Recyclable Materials. The Administrator also shall have the discretion to approve the disposal of other materials that are not recyclable or marketable.”

E. The following text shall be added after the second paragraph in Section 25 (Contractor’s Use of District’s Recycling Building) of the Agreement:

“The Contractor shall collect the Source Separated Recyclable Materials generated in the Service Area, Crescent City, and the City of Palatka. The Contractor shall sort, separate, process, market, and sell these Source Separated Recyclable Materials. The Contractor may process the Source Separated Recyclable Materials in the Recycling Building or at any other facility that has been approved by the District as a Designated Facility for Recyclable Materials.

If the Contractor delivers Recyclable Materials to the Recycling Building, the materials shall be processed on a “first-in, first-out” basis. The Contractor shall use commercially reasonable efforts to ensure that the Recyclable Materials are processed and removed from the Recycling

Building in a timely manner. In all cases, Recyclable Materials shall be sorted, separated, and otherwise processed for marketing within sixty (60) days after they are delivered to the Recycling Building. After being processed for marketing, the Recyclable Materials shall be removed from the Recycling Building within one hundred twenty (120) days. All Recyclable Materials must be removed from the Recycling Building within one hundred eighty (180) days after the materials are delivered to the Recycling Building.”

- F. The following text shall be added after the last paragraph in Section 25 (Contractor’s Use of District’s Recycling Building) of the Agreement:

“If the Contractor elects to use the Recycling Building, the Contractor shall vacate the Recycling Building on or before the date when this Agreement expires or is terminated. At that time, the Contractor shall remove all Solid Waste and Recyclable Materials from the Recycling Building. The Contractor also shall remove its vehicles and equipment from the Recycling Building. Any equipment, fixtures, or other property of the Contractor that is left in or adjacent to the Recycling Building after the expiration or termination of this Agreement shall be deemed to be the property of the District. At all times during the term of this Agreement, the Contractor shall maintain the Recycling Building in the same or better condition than it was in on the Commencement Date, normal wear and tear excepted.”

- G. Section 41 (Recycling Revenues for District) of the Agreement shall be revised as follows:

“The Contractor shall pay the District a fee for each ton of Recyclable Material that the Contractor or its agent transports from the Central Landfill. ~~District’s Recycling Building.~~—The fee shall be equal to three percent (3%) of the gross revenue that the Contractor receives from the sale of such material. The fee shall be paid monthly. Payment shall be delivered to the District no later than ten (10) days after the month for which payment is being made.”

SECTION II. QUESTIONS FROM VENDORS

The District received questions concerning the RFP from the following vendors: Advanced Disposal Services; Republic Services; Waste Pro of Florida, Inc.; and WCA Waste Corporation. All of the vendors’ questions are quoted below. Each question is followed by the District’s response.

Many of the vendors’ questions request data and information from the District. The District has made a good faith effort to provide data that is readily available to it; however, the data and information provided by the District’s officers, employees, and agents during the course of the RFP process are provided solely for the Proposers’ convenience. The District makes no

warranty or guarantee concerning the accuracy of any data or information set forth in this Addendum, the RFP, or any other document. Each Proposer shall be solely responsible for conducting its own due diligence investigation and determining all of the relevant facts that may affect the Proposer's proposal.

A. Questions from Advanced Disposal

1. In regards to Recycling, will the county allow the contractor to bring in recyclables from outside the county to be processed or transferred to a recycling center? If so, are there any additional cost (i.e. – host fee, shared revenue) Also, will there be an additional cost for disposing on the residual waste, generated from the recycling, to be disposed on in the county landfill?

Response: As indicated in Section 25 of the Agreement, the Contractor will be allowed to bring Recyclable Materials to the Recycling Building, even if the Recyclable Materials are collected outside of the County. As indicated in Section 41 of the Agreement (as revised in Section I, paragraph G, above), the Contractor shall pay the District a fee for each ton of Recyclable Material that the Contractor transports from the Central Landfill. This fee shall apply to the Recyclable Materials, regardless of where the Recyclable Materials are collected. As indicated in Section 25 of the Agreement, the Contractor will pay the current tipping fee at the Central Landfill for the disposal of any residue generated at the Recycling Building as a result of the Contractor using the Recycling Building to process Recyclable Materials that were collected outside of the County.

2. Please provide the current rates broken down into each service (i.e.- MSW, Recycling, Yard Waste and Bulk Waste/White Goods).

Response: The current Rate for the Collection of Recyclable Materials is \$3.05 per household per month. The current Rate for collecting Garbage, Rubbish, Yard Waste and Bulky Waste is \$9.57 per household per month.

3. In the regards to the indemnity portion of the draft agreement, I would like clarification that “The Contractor” may employ any outside counsel of its choice or may use in-house counsel in connection with any of its indemnification obligations set forth in this Agreement.”

Response: The Contractor may use any attorney of its choice to defend the Contractor in any proceeding. However, as provided in Section 51.2 of the Agreement, “the District may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend its right to indemnity” under this Agreement.

4. Franchise Agreement, Section 52.1: This section list a host of coverages required under the General Liability policy, ending with Personal Injury. Can the County confirm that it requires the employment and contractual exclusions be removed and deleted from the General Liability, Bodily Injury and Property Damage coverage and is not specific to the Personal Injury coverage? If this is specific to Personal Injury, carriers will not remove and delete the employment and contractual exclusions.

Response: The District confirms that the requirement that employment and contractual exclusions be removed and deleted applies to the General Liability, Bodily Injury, and Property Damage coverage. Such requirement is not limited to the Personal Injury coverage.

5. Franchise Agreement, Section 52.9: Section 52.9 states that the County reserves the right to review our most recent annual financial statements to review our financial capacity if our deductible or self-insured retention exceeds \$250,000. With a deductible, the insurance company is responsible for paying the claim and then seeking reimbursement of the amount of the deductible from the insured. The carrier requires the insured to post financial assurance in order to guarantee payment of the deductible. With a self-insured retention, the insured is responsible for paying the amount of the retention before the carrier becomes responsible for paying the claim. For this reason, the County should not need to know the amounts of our deductibles and should not reserve the right to review our capability of paying the deductibles. That being said, we do have a self-insured retention on our Auto Liability policy and it is very likely that we will move forward with a self-insured retention on our Workers' Compensation policy at our insurance renewal on 11/20/2015.

Response: See the District's Response to Question No. 6, below.

6. In this section, the County also states that it may require us to reduce our self-insured retention or post a bond guaranteeing payment of claims. The state of Florida must approve of a self-insured retention. The state reviews financials, vehicle list, payroll, claims history and other pertinent information in order to determine if companies are qualified to have a self-insured retention. We request that the City accept the certificate of self-insurance issued by the State of Florida in lieu of this verbiage. We propose that we change the first paragraph of section 52.9 to the following:

- a. *“Contractor shall be solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention exceeds \$250,000 for any of the foregoing required policies, Contractor must provide City evidence of a certificate of self-insurance issued by the state of Florida. If the certificate of self-insurance expires during the contract period, Contractor shall provide evidence of renewal certificates of self-insurance prior to expiration.”*

Response: The District will revise the first paragraph in Section 52.9 of the Agreement to be consistent with this recommendation. However, the remainder of Section 52.9 will not be changed.

7. Franchise Agreement, Section 52.12: Section 52.12 states that the County may allow the Contractor to be self-insured for one or more lines of coverage if it has adequate financial resources. We request/confirm that the city will accept the Florida Certificate of Self-Insurance as proof of adequate financial resources.

Response: The following sentence shall be added to the end of the first paragraph in Section 52.12 of the Agreement:

“If the Contractor provides the District with a certificate of self-insurance issued by the State of Florida for the required insurance, the certificate shall be deemed sufficient to demonstrate that the Contractor has adequate financial resources to defend against potential claims.”

B. First Set of Questions From Republic Services

Operational

8. Who currently owns the Waste Pro shop and trucking facility? (Section 1.23)

Response: The County owns the Recycling Building--i.e., the maintenance shop that currently is used by Waste Pro at the County's Central Landfill.

- a. If County owns facility, can it be leased or is it already contracted for future years?

Response: Pursuant to Section 25 of the Agreement, the County will provide the Recycling Building to the Contractor, subject to the conditions in the Agreement.

- b. If under contract, are there other locations within the County the contractor could lease from Putnam County?

Response: As noted above, the Recycling Building is available for use by the Contractor. The County does not own any other buildings that are available for the Contractor's use.

9. Please explain, in detail, what uses are allowed of the “Recycling Building?” Administration? Dispatching? (Section 1.3)

Response: The authorized uses of the Recycling Building are described in Section 25 of the Agreement. The authorized uses include the right to conduct office and clerical activities in the Recycling Building.

10. Does the contractor have discretion to move the recyclables to a different designated facility? (Sec 19)

Response: Yes. The Contractor shall collect Source Separated Recyclable Materials in the County and bring them to the Central Landfill, where the Source Separated Recyclable Materials will be weighed at the scale house. Thereafter, the Contractor may transport the Source Separated Recyclable Materials to a different facility for Recycling, if the facility has been approved by the District as a Designated Facility. The Contractor does not need to process and recycle the Source Separated Recyclable Materials in the Recycling Building. However, the Contractor's Recycling facility must be approved in advance by the District.

11. How are the recyclables currently being sorted, transferred, and sold? (Sec 19)

Response: The Contractor sorts, transfers, and sells the Recyclable Materials on its own. The County does not control this activity and is not familiar with the details concerning these activities.

a. Section 41 implies that sale of material is entirely the responsibility of the contractor.

Response: Yes; the Contractor is solely responsible for selling the Recyclable Materials it collects pursuant to the Agreement.

12. What is the County's current recycling participation percentage rate?

Response: The County estimates that the current Recycling participation rate is approximately thirty-four percent (34%).

a. Is the County willing to switch to Single Stream Recycling?

Response: The District is willing to switch to Single Stream Recycling if it results in a cost savings for the District. However, the District does not have the financial resources to purchase Recycling carts. In addition, the District believes it would be difficult or impossible to use Recycling carts in many areas of the County.

If a Proposer wishes to offer Single Stream Recycling to the District, the Proposer should: (a) provide its Rate in Form 13 for delivering the "dual stream" Recycling services that are requested in the RFP and Agreement; and (b) provide its Rate for Single Stream Recycling in Chapter 21, when the Proposer describes the Optional Benefits it is willing to provide to the District. If the District elects to use Single Stream Recycling, the Agreement will be revised accordingly.

13. How many average tons of MSW are collected each week?

Response: Approximately 436 tons.

a. Is there any tracked seasonality in MSW collection? (Sec 10.5)

Response: No; the District does not track seasonal fluctuations in waste quantities.

14. How many average tons of recycling are collected each week?

Response: Approximately 38 tons.

15. How many average tons of yard waste are collected each week?

Response: Approximately 48 tons, including Bulky Waste.

a. Is there any tracked seasonality in yard waste collection? (Sec 10.5)

Response: No; the District does not track seasonal fluctuations in waste operations.

16. Do the recyclables have to go through the County facility?

Response: The Source Separated Recyclable Materials must be delivered to the Central Landfill, but they do not need to be processed or sorted at the Recycling Building.

17. How many residences are currently being serviced with the existing contract?

Response: Approximately 29,434 residences for Garbage Collection and approximately 33,338 residences for the Collection of Recyclable Materials.

a. How many non-single family dwelling units are there in the service area? (Sec 7.1)

Response: There are approximately 417 Multi-Family Dwellings that have less than ten (10) Dwelling Units. The County does not track Multi-Family Dwellings that contain more Dwelling Units.

b. How many residences are on Drayton Island? (Sec 18.2)

Response: Approximately 55.

c. If service is provided on Drayton Island, what is the ferry tonnage limit?

Response: The DOT weight limit is ten thousand (10,000) pounds, but varies depending on the number of axles on the vehicle.

18. Is Crescent City included in this proposal? (Section 4.1)

Response: The Contractor must collect Source Separated Recyclable Materials in Crescent City and the City of Palatka, but the Contractor is not required to collect Garbage, Rubbish, Bulky Waste, or Yard Waste in these two (2) municipalities.

19. While service on holidays is not required, may the contractor collect on selected holidays, example Memorial Day? (Sec 10.2)

Response: Yes, the Contractor may collect Solid Waste on Holidays, but the Contractor is not obligated to do so under the Agreement. Please note that the County's landfill is closed on the designated Holidays, including Memorial Day.

20. How many routes by type is Waste Pro currently running?

Response: The District does not have this information

a. Rear End Load MSW?

Response: The District does not have this information

b. Recycling?

Response: Three.

c. Yard waste Clam Trucks?

Response: The District does not have this information

d. Rear End Load Yard Waste (by season)

Response: The District does not have this information

Financial

21. Do we have the ability to change from the Consumer Price Index to the Water, Sewer, and Trash Index?

Response: No.

22. What are the total amount of administrative charges, fines, liquidated damages, etc. assessed by the County to the contractor over the past three years?

Response: The District has not assessed any administrative charges, fines, or liquidated damages against the Contractor during the past three (3) years.

23. What is the current price per resident?

Response: The current price for the Collection of Garbage is \$9.57 per month and the price for collecting Recyclable Materials is \$3.05 per month.

a. What is the additional rate for side door service? (Sec 7.7.1)

Response: Pursuant to Section 7.7.1 of the Agreement, the Contractor shall provide Side Door Service to any Residential Customer that requests and pays for this Special Collection Service. Pursuant to Sections 7.12 and 31.10 of the Agreement, the Contractor and the Customer shall negotiate a mutually acceptable Rate for any Special Collection Service that does not have an approved Rate in the Agreement. The Agreement does not include a specific Rate for Side Door Service and, therefore, the Rate for this service shall be negotiated by the Contractor and the Customer.

Under Section 7.7.2 of the Agreement, the Contractor shall provide Side Door Service to a Residential Customer, without charging any additional Rate or Fee for such service, if the Administrator determines that the Residential Customer is physically unable to deliver its garbage, rubbish, and Recyclable Materials to the Curbside.

Under the District's current contract, Customers do not pay an additional Rate for Side Door Service.

b. How many customers are currently signed up for side door service?

Response: The County believes approximately one hundred twenty-five (125) Dwelling Units currently receive Side Door Service, without paying an additional fee for such service.

24. Does the current contracted price include disposal?

Response: No. The current prices for Solid Waste Collection Services in the District do not include disposal costs.

- a. Does the County pay for residential disposal (essentially free) at the Putnam County landfill?

Response: The residents in the District pay a non-ad valorem special assessment, which the District uses to pay the cost of disposal for Residential Waste.

25. Will the County allow any separate calculation for the fuel increases?

Response: No. The District does not intend to provide separate payments for fuel. There will not be a fuel surcharge or other payment based on fluctuations in the cost of fuel.

RFP

26. How will the selection criteria be weighted?

Response: Section 1.11 of the RFP identifies the six (6) factors that will be used to evaluate the proposals. The District will use a qualitative evaluation process. The District will not use numerical criteria or points to “score” the different factors. However, the cost of the Proposer’s services will be an important factor in the District’s evaluation process.

27. Is there any review or adjudication process before or during the decision to assess someone as a habitual violator? (Sec 47.2)

Response: The following text shall be added to the end of Section 47.2 of the Agreement:

“Before the District concludes that the Contractor is a habitual violator, the District shall provide reasonable advance written notice to the Contractor that the District is considering whether it should make such a determination. The District shall consider this issue at a duly noticed public meeting. The Contractor shall be given a reasonable opportunity at the public meeting to present any testimony, evidence or other relevant information concerning this issue, before the District decides whether the Contractor should be deemed to be a habitual violator under this Agreement.”

C. Second Set of Questions from Republic

28. Can Putnam County extend the response to the RFP from June 5th to July 6th and extend the commencement date to December 7th 2015?

Response: No.

29. How will Options be submitted and considered by Putnam County? (Chap 21, Sec 1.3)

Response: A Proposer may offer Optional Benefits to the District in Chapter 21 of the Proposer's proposal. As indicated in Section 1.11 of the RFP, Optional Benefits will be one of the six (6) factors to be considered by the District when evaluating each proposal. If the Optional Benefits also affect the cost and economic impact of the Proposer's services, the Optional Benefits also may be considered as part of the cost factor.

30. Can the contractor collect and sort recyclables as it determines and at any location?

Response: No. The Contractor shall provide its Rates in Form 13 based on the requirements in the Agreement, which call for "dual stream" Recycling and sorting at Curbside. (See, e.g., Section 7.2 of the Agreement). However, the Contractor may offer Rates for Single Stream Recycling, as described in the District's Response to Question 12.a, above.

31. Agreement Page 56, Section 47.1: Either party may terminate the Agreement for default if the default is not cured within 7 days of written notice of such default. Request extension to 30 days.

Response: No. Additional time to cure will be granted, if needed. Thirty (30) days to cure is too long in many cases.

32. Request that County either delete the habitual violator language (p 58, Sec 47.2) or allow arbitration of determination and punishment for habitual violator.

Response: No.

33. What is the present compensation paid the contractor (WastePro) on a per home basis and gross payment to the contractor (WastePro) for the past three years?

Response: The price per household per month is set forth in the District's Response to Question Nos. 2 and 23, above. The total payment for the last three years was (a) \$10,025,219 for the Collection of Garbage, Yard Waste, and Bulky Waste and (b) \$3,602,134 for the Collection of Recyclable Materials. The average annual cost can be calculated by dividing these figures by three. These figures include the payments for fuel adjustments.

34. Can the County limit records searches regarding litigation, fines, liquidated damages, etc. to only the State of Florida? Extending these nationwide is expensive, time consuming, and may prevent us from submitting a response to the RFP.

Response: As provided in Section 2.1 of the RFP, the District is interested in the experience of the Proposer—i.e., the company or entity that will execute the Agreement with the District. If the Proposer wishes to rely on the experience and qualifications of the Proposer’s parent company, the Proposer may do so, but then the Proposer must provide all relevant information concerning the parent company when responding to the questions in Section 3.4, Chapters 12 and 13. Parenthetically, in several recent procurement cases involving other local governments in Florida, Republic provided the requested information in its proposal.

35. RFP Page 9, Section 1.23; Agreement Page 33, Section 28.9.1; Page 39, Section 32.3: Will the County please revise these sections to clarify that advance written notice will be provided to Contractor prior to inspections of Contractor’s vehicles, equipment or facilities?

Response: In most cases the District will provide advance notice before it inspects the Contractor’s facilities or vehicles. However, the District does not agree to provide advance notice, much less advance written notice, in all cases. Advance notice is not appropriate where the District has reason to believe that the Contractor’s performance is not in compliance with the requirements in the Agreement.

36. RFP Pages 12-13, Sections 1.41-1.42; Page 67, Sections 55-56: Will the County please revise these sections as applicable to allow the Contractor to assign or transfer the agreement to its subsidiary or affiliate (or to subcontract to a subsidiary or affiliate) without the County’s approval, without an application fee, and that the County’s consent will not be unreasonably withheld, delayed or conditioned?

Response: No; the District will not agree to allow assignments or transfers of the Agreement to other entities without the County’s approval. However, as provided in Section 32.4 of the Agreement, whenever the District is authorized to approve a request by the Contractor, the “District shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the District shall not be unreasonably withheld or delayed, except as otherwise explicitly provided” in the Agreement.

37. RFP Page 19-20, Section 3.4, Chapter 8: To demonstrate that it meets the financial qualifications, can Proposer simply provide a copy of its parent corporation’s annual financial report, annual audit, and similar filings with the U.S. Securities and Exchange Commission?

Response: No. Please provide all of the information requested in the RFP, Section 3.4, Chapter 8.

38. RFP Page 21, Section 3.4, Chapter 12: Will the County please revise this section to limit disclosure of proceedings, terminations, and fines to the Proposer’s operations in the State of

Florida (a) the past 1 or 2 years, and (b) in the case of fines/LDs, only amounts that exceeded \$100,000? Extending these nationwide is expensive, time consuming, and may prevent us from submitting a response to the RFP.

Response: Please see the Response to Question 34, above. Republic recently provided the requested information in response to RFPs issued by other communities in Florida.

39. RFP Page 21, Section 3.4, Chapter 13: Will the County please revise this section to limit disclosures of environmental cases to the Proposer's operations in the State of Florida? Extending these nationwide is expensive, time consuming, and may prevent us from submitting a response to the RFP.

Response: Please see the Response to Questions 34 and 38, above. Republic recently provided the requested information in response to RFPs issued by other communities in Florida.

40. Agreement Page 3, Section 1.25: Will the County please revise the CPI index to use the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics?

Response: No.

41. Agreement Page 26, Section 24: Will the County please add language to clarify that the Contractor will never take title to Hazardous Waste, Sludge, Biomedical Waste, Radioactive Waste, or other unacceptable materials or Exempt Waste, and that title to such will always remain with the generator of such?

Response: No.

42. Agreement Page 37, Section 31.2; Page 51, Section 44.2.4: Will the County please revise these sections to allow the Contractor to appeal the County Administrator's decisions (including those related to administrative charges/liquidated damages) to the Board of County Commissioners?

Response: No.

43. Agreement Page 50, Section 43: Will the County please revise this section to remove the ability to copy the Contractor's records? The ability to copy records raises confidentiality concerns.

Response: No. Section 43.3 authorizes the District to inspect documents that are "relevant to the calculation of the amounts due and payable under this Agreement." The Contractor cannot withhold such documents under a claim of "confidentiality."

44. Agreement Page 61, Section 51.2: Will the County please revise this section by adding, at the end of the first sentence, the words “, or caused by or resulting from, in whole or in part, Exempt Waste as defined in Section 21.1 of this Agreement.”?

Response: No.

45. Agreement Page 65, Section 52.9, first paragraph: Will the County please delete the second and third sentences in their entirety? The requirements regarding deductibles and SIR’s are not applicable to companies of substantial size and revenue.

Response: The Agreement will be revised as described in the District’s Response to Question 6, above.

46. RFP Page 19, Section 3.4, Chapter 5: Will the County please provide a current MSW collection schedule and map showing all resident locations?

Response: The District does not have the requested information.

47. RFP Page 19, Section 3.4, Chapter 6: Does the proposer need to include the serial numbers for trucks? Requiring serial numbers is not possible and may prevent Republic from submitting a proposal.

Response: A Proposer’s proposal does not need to include the serial numbers for the vehicles that will be provided by the Contractor. The RFP does not request the serial numbers.

D. Questions from Waste Pro of Florida, Inc.

48. Agreement, page 11, Section 3.3, Terminate Recycling Service.

- a. After the effective date of termination, the amounts paid to Contractor for Collection Service will be reduced by the amount of the then-current Rate for collection for Source Separated Recyclable Materials. Will the County increase the garbage curbside collection rate to account for the increased tonnage, creating the need for route vehicles to tip more often, resulting in increased operating cost, and/or the need to add additional routes to comply with Department of Transportation limitation of drivers weekly hours?

Response: The District believes the termination of the District’s Recycling program will not significantly increase the amount of Solid Waste collected by the Contractor. Nonetheless, to address this issue, the District will add the following sentence to the end of Section 3.3 (Option to Terminate Recycling Services) of the Agreement:

“If the District terminates its Recycling program pursuant to this Section 3.3, the Contractor may terminate this Agreement after giving eighteen (18) months advance written notice to the District. The termination of the Agreement shall be effective on the first October 1st that occurs at least eighteen (18) months after the District receives the Contractor’s notice.”

49. Agreement, page 51, Section 44.3, Administrative Charges before Commencement.

- a. If the Contractor has until July 1, 2015 to hire District Manager, how will proposer provide a resume or documentation to verify the RFP Minimum Qualification requirement of having a District Manager with 3-year’s experience?

Response: The Proposer should provide a resume for the District Manager, if the Proposer knows who the District Manager will be. If the District Manager has not been hired, the Proposer should simply confirm that it will hire a District Manager that will comply with the experience requirements set forth in the RFP.

- i. RFP, Section 2 Minimum Qualifications for Proposers, 2.2 G, states the proposer shall assign a District Manager, Maintenance Director, and Field Supervisor, with a minimum of three years of experience working in a similar role on a Comparable project. How is the evaluation committee verifying this minimum requirement, and assigning value towards ranking based on experience if staff is not already hired and resumes submitted for evaluation? Please consider requiring the submittal of resumes of identified staff as part of RFP requirement, for comparison and evaluation.

Response: See the Response to Question 49.a, above. In Section 4 of the RFP, Form 2 requires each Proposer to identify the individuals that will serve as the District Manager, Maintenance Director, and Supervisor. Further, Form 2 indicates that resumes should be provided for each of these individuals.

E. Questions from WCA

50. Please provide copies of the current route maps along with the number of trucks operating each day for trash, recycling and yard waste.

Response: The District does not have copies of the current route maps or the other information requested. The specific routes and equipment are not determined by the County or the District.

51. Please provide a list of all side door customers currently being serviced.

Response: The District does not have a list of all the Customers receiving Side Door Service.

52. Please indicate what section in the RFP/Agreement where it specifies that glass doesn't have to be collected as a recyclable commodity.

Response: Section 7.2 of the Agreement identifies the Source Separated Recyclable Materials that the Contractor must collect. Glass is not one of these materials.

To clarify its intent, the District will revise the second paragraph in Section 7.2 of the Agreement, and the District shall add a new paragraph, as follows:

“At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspapers, cardboard, magazines, phone books, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7, but not styrofoam); (d) any other Source Separated Recyclable Materials that are accepted and recycled at the Designated Facility for Source Separated Recyclable Materials; District’s facilities; and (e) any other Recyclable Materials that are designated for Recycling by the Administrator and approved by the Contractor.”

The first time a Customer sets out glass bottles or glass containers for Collection in the Customer’s Recycling Bin, the Contractor shall collect the glass bottles and glass containers, and the Contractor shall place a Non-Collection Notice on the Customer’s Recycling Bin. The Non-Collection Notice shall inform the Customer that the Contractor is not required to collect glass bottles and glass containers under this Agreement. Thereafter, if the Customer again sets out glass bottles or glass containers in the Customer’s Recycling Bin, the Contractor shall place a Non-Collection Notice on the Recycling Bin pursuant to Section 15.1, below, and the Contractor may leave the glass bottles and glass containers in the Recycling Bin. In any event, the Contractor is not required by this Agreement to process, market, or sell the glass bottles or glass containers that the Contractor collects pursuant to this Agreement, unless such materials are designated for Recycling by the Administrator and approved by the Contractor pursuant to Section 7.2(e), above.”

53. Section 3.3 of the RFP. Since we will be using tabs to separate each chapter, do page need to be specifically numbered? Some documents are not editable.

Response: Please number each page in your proposal. The page numbers may be handwritten, if necessary.

Signature of Bidder Acknowledging Receipt of
Addendum No. 1, to be included in Chapter 17 of proposal.

2015-SWCC

Title: Collection of Solid Waste and Recyclable Materials

Deadline for Delivering Proposals: 2:00 p.m. (local time), June 5, 2015

Addendum Date: May 22, 2015

ADDENDUM NO. 2

This Addendum No. 2 revises and clarifies the Request for Proposals (“RFP”) for the Collection of Solid Waste and Recyclable Materials (RFP# 2015-SWCC) that was issued by the Putnam County Solid Waste Collection and Disposal District (“District”). Each Proposer should review this Addendum carefully before submitting a proposal in response to the District’s RFP.

SECTION I. QUESTION FROM VENDOR

After normal business hours on May 21, 2015, the District received a letter dated May 19, 2015 from Waste Pro of Florida, Inc. In its letter, Waste Pro asserts that Putnam County’s Local Preference Ordinance applies to this RFP. See Exhibit A.

The District announced at the Pre-Proposal Conference on May 6, 2015, that the County’s Local Preference Ordinance will not be applicable to the District’s RFP. The District hereby confirms that the County’s Local Preference Ordinance will not be used in this RFP process.

This RFP was issued by the District. The Franchise Agreement related to this RFP will be entered into by the District. The District is a separate entity from Putnam County, Florida. The County’s Local Preference Ordinance does not apply to transactions involving the District.

The County’s Local Preference Ordinance applies only to purchases by the County resulting from the receipt of sealed bids; the Local Preference Ordinance does not apply to purchases resulting from Requests for Proposals. Since the District has requested proposals in this case, the County’s Local Preference Ordinance does not apply to this procurement process. Since this procurement process is based on a Request for Proposals, the County’s Local Preference Ordinance would not apply to this procurement, even if the RFP had been issued by the County.

For the reasons set forth above, the District is hereby revising its RFP to eliminate all references to the County’s Local Preference Ordinance. More specifically, the District is hereby deleting the following components of the RFP:

1. Section 1.37 (Local Preference Policy) of the RFP;
2. Chapter 22 (Local Preference Application) in Section 3.4 of the RFP; and
3. Form 15 (Local Preference Application) in Section 4 of the RFP, including Exhibit A (Ordinance No. 2013-11), which is attached to Form 15.

Signature of Bidder Acknowledging Receipt of
Addendum No. 2, to be included in Chapter 17 of proposal.



May 19, 2015

Mr. Larry Gast
Solid Waste Director
140 County Landfill Road
Palatka, Florida, 32177

RE: Notice of Inconsistency with Applicable Local Law

Mr. Gast,

Waste Pro of Florida, Inc. (Waste Pro), is providing this letter in accordance with RFP #2015-SWCC, Section 1.18, Legal Requirements, which provides that "[i]f a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the County's Solid Waste Director."

Article IV, Division 2, Sec. 2-96 of the Putnam County Ordinances states that the Procurement Ordinances "prescribe the manner in which the county will purchase materials, supplies, equipment and certain contractual services. . . and will maintain a high ethical standard for all officers and employees in connection therewith." Within Sec. 2-105 of the Procurement Ordinances, Putnam County established a Local Preference which provides that:

A preference will be given to the lowest qualified bidder who:

- (1) Holds a current state business license and submits a bid under the name on such license; and
- (2) Submits a bid that is within ten percent of the price submitted by the lowest qualified non-local bidder; and
- (3) Has maintained a place of business within the county staffed by the bidder, or an employee of the bidder, for a period of one-year immediately preceding the date of the bid; and
- (4) Is incorporated under state law; or is a sole proprietorship whose proprietor is a resident of the county; or is a partnership, all of whose partners are residents of the county; or
- (5) Is a joint venture, all of whose venturers qualify under the relevant portion of subsection (4); or
- (6) Is a limited liability company whose manager is a resident of the county.

(The bidder, if any, meeting the above criteria is referred to as the "preferred bidder".)

The preferred bidder shall be entitled to match the lowest qualified bid and be considered the lowest bidder by giving written notice to that effect to the county by 4:00 p.m. on the second business day after the bid opening.

This section shall apply to the purchase of all items subject to this purchasing ordinance including, without limitation, supplies, contractual services and public improvement contracts, unless its application is prohibited by state or federal law in a particular situation.

Section 1.37 of the RFP relates to Putnam County's Local Preference Policy referenced above and provides that "Any Proposer that believes it may be eligible for a local preference must request this in Chapter 22 of its proposal."



During the mandatory pre-proposal conference held on May 6, 2015, a statement was made by, it is believed, a consultant representing Putnam County that suggested to Waste Pro that the local preference policy referenced in Section 1.37 of the RFP and applicable through Putnam County's Procurement Ordinances, is not applicable to this RFP.

Waste Pro believes it is obligated to inform the County of this comment that was inconsistent with and contrary to both local law (Putnam County's Procurement Ordinances) and Section 1.37 of the RFP itself. Six items have been identified as the criteria that this RFP is to be graded on with price being one of those components. The local preference applies to the pricing component in this RFP.

Tim Dolan
Regional Vice President
Waste Pro of Florida, Inc.
407-231-2544