

**MARTIN COUNTY
COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS
RFP NO. 2020-3179**

TABLE OF CONTENTS

REQUEST FOR PROPOSALS (RFP) 2020-3179	1
SECTION 1 GENERAL OVERVIEW OF THIS RFP	2
1.1 PURPOSE OF THIS RFP	2
1.2 DEFINITIONS	2
1.3 OVERVIEW OF THIS RFP	2
1.4 CONE OF SILENCE; POINT OF CONTACT FOR COMMUNICATIONS	3
1.5 MANDATORY PRE-PROPOSAL MEETING	3
1.6 SCHEDULE OF EVENTS	3
1.7 INQUIRIES AND ADDENDA	4
1.8 NO DEVIATIONS FROM RFP OR AGREEMENT	4
1.9 BID BOND	4
1.10 DOCUMENTS AND INFORMATION TO BE SUBMITTED	5
1.11 EVALUATION AND SELECTION PROCESS	5
1.12 AWARD OF CONTRACT	5
1.13 DEVELOPMENT COSTS	6
1.14 EXAMINATION OF THE SITE OF THE WORK	6
1.15 NO WARRANTY FOR COUNTY DATA	6
1.16 NO ASSIGNMENT OR TRANSFER OF PROPOSALS	7
1.17 INTERPRETATION OF RFP	7
1.18 MISTAKES IN THE PROPOSAL	7
1.19 LEGAL REQUIREMENTS	7
1.20 COUNTY'S PURCHASING MANUAL	7
1.21 PUBLIC ENTITY CRIMES	8
1.22 SCRUTINIZED COMPANIES CERTIFICATION	8
1.23 CONFIDENTIAL DOCUMENTS AND REDACTED PROPOSALS	8
SECTION 2 BACKGROUND INFORMATION AND SCOPE OF PROPOSED SERVICES	10
2.1 OVERVIEW	10
2.2 CURRENT COLLECTION SERVICES	10
2.3 SCOPE OF SERVICES UNDER THIS RFP	11
2.4 COMMENCEMENT OF SERVICE AND TRANSITION SCHEDULE	11
2.5 INSURANCE REQUIREMENTS	11
2.6 PERFORMANCE BOND REQUIREMENTS	11
2.7 PARENT CORPORATION GUARANTEE	11
2.8 PAYMENTS TO THE COUNTY	11
2.9 PAYMENTS FOR CARTS	12
2.10 DESIGNATED DISPOSAL FACILITIES	12
2.11 MINIMUM QUALIFICATIONS FOR PROPOSERS	12
2.12 INSPECTIONS OF RECYCLING CARTS	12
SECTION 3 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT	14
3.1 OVERVIEW OF EVALUATION METHOD	14
3.2 PHASE I AND PHASE II EVALUATIONS	14
3.3 POINTS AND RANKING SYSTEM FOR PHASE I AND II EVALUATIONS	14

3.4	EVALUATION CRITERIA.....	15
3.5	TIE PROPOSALS.....	15
3.6	SOLE PROPOSAL.....	16
3.7	AWARD OF CONTRACT BY BOARD.....	16
3.8	THE COUNTY’S ACCEPTANCE OR REJECTION OF PROPOSALS.....	16
3.9	LIMITATIONS ON PROPOSER’S RIGHTS.....	17
3.10	PROPOSER’S WARRANTIES TO COUNTY.....	17
3.11	BEST AND FINAL OFFERS.....	17
3.12	SELECTION COMMITTEE MEETINGS.....	18
SECTION 4	INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS.....	19
4.1	GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS.....	19
4.2	PROPOSAL FORMAT.....	19
4.3	CONTENTS OF THE PROPOSAL.....	19
Chapter 1	PROPOSER INFORMATION FORM.....	19
Chapter 2	CERTIFICATION OF ACCURACY AND COST FORM.....	19
Chapter 3	PROPOSED RATES.....	19
Chapter 4	QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER.....	20
Chapter 5	QUALIFICATIONS OF STAFF.....	21
Chapter 6	QUALIFICATIONS OF SUBCONTRACTORS.....	21
Chapter 7	PROPOSER’S FINANCIAL STABILITY.....	21
Chapter 8	LITIGATION.....	22
Chapter 9	CONTRACT TERMINATION AND VIOLATIONS.....	22
Chapter 10	INSURANCE.....	23
Chapter 11	IMPLEMENTATION OF CONTRACTOR’S SERVICES.....	23
Chapter 12	BUSINESS EQUIPMENT AND OPERATIONS.....	23
Chapter 13	CUSTOMER SERVICE.....	24
Chapter 14	SOFTWARE AND CUSTOMER WEBSITE PORTAL.....	25
Chapter 15	DRUG-FREE WORKPLACE CERTIFICATION.....	25
Chapter 16	CERTIFICATION REGARDING SCRUTINIZED COMPANIES.....	25
Chapter 17	PUBLIC ENTITY CRIMES.....	25
Chapter 18	BID BOND.....	25
Chapter 19	CORPORATE STATUS.....	25
Chapter 20	ADDITIONAL INFORMATION.....	25
Chapter 21	PROPOSAL CHECKLIST.....	26
4.4	INSTRUCTIONS FOR SUBMITTING PROPOSALS TO THE COUNTY.....	26
SECTION 5	GENERAL CONDITIONS.....	27
5.1	QUALIFICATIONS OF PROPOSERS.....	27
5.2	PRICES BID.....	27
5.3	TAXES.....	27
5.4	CANCELLATION FOR UNAPPROPRIATED FUNDS.....	27
5.5	INDEPENDENT CONTRACTOR.....	27
5.6	CONFLICT OF INTEREST.....	28
5.7	VENUE.....	28
5.8	PROPOSALS.....	28
5.9	SMALL BUSINESS CONCERNS.....	28
5.10	IMMIGRATION REFORM ACT.....	28
SECTION 6	REQUIRED FORMS AND INFORMATION.....	30
SECTION 6.1	PROPOSER INFORMATION.....	31
SECTION 6.2	CERTIFICATION AND ACCURACY OF COST FORM.....	32
SECTION 6.3	PROPOSED RATES.....	35

SECTION 6.4	REFERENCES FORM (QUALIFICATIONS AND EXPERIENCE)	45
SECTION 6.5	DRUG-FREE WORKPLACE CERTIFICATION	47
SECTION 6.6	CERTIFICATION REGARDING SCRUTINIZED COMPANIES.....	48
SECTION 6.7	SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).....	49
SECTION 6.8	BID BOND	52
SECTION 6.9	PROPOSAL CHECKLIST	54
SECTION 7	BACKGROUND INFORMATION	55
SECTION 7.1	55
LOCATIONS OF	SINGLE FAMILY DWELLING UNITS IN MARTIN COUNTY.....	55
SECTION 7.2	LOCATION AND SERVICE SUMMARIES FOR MULTI-FAMILY DWELLINGS, COMMERCIAL CUSTOMERS, COUNTY FACILITIES, AND BACKDOOR SERVICE.....	55
SECTION 7.3	SOLID WASTE DISPOSAL	55
SECTION 8	SOLID WASTE FRANCHISE AGREEMENT	56

REQUEST FOR PROPOSALS (RFP) 2020-3179

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996
(772) 288-5481
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners of Martin County, Florida, is seeking proposals from qualified vendors for the collection of Solid Waste and Recyclable Materials throughout the County pursuant to an exclusive franchise, subject to the terms and conditions contained in this Request for Proposals ("RFP").

RFP Name: **COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS**
RFP No: 2020-3179

Sealed proposals will be received by the County at the Information Desk on the 1st Floor of the County Administration Building, which is located at 2401 S.E. Monterey Road, Stuart, Florida, until **2:00 P.M.** (local time) on **January 16, 2020**.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

A **mandatory** pre-proposal meeting will be held at 10:00 A.M. on December 4, 2019 at the Martin County Transfer Station and Recycling Center ("Transfer Station") located at 9101 S.W. Busch Street in Palm City, Florida. All Proposers are required to attend this meeting. A non-mandatory inspection of the Transfer Station will be conducted immediately after the pre-proposal meeting. Please review the RFP and Solid Waste Franchise Agreement carefully before the pre-proposal meeting. This meeting will provide all vendors with an opportunity to ask questions and seek clarification regarding the requirements in the RFP or Agreement.

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between vendors and the County concerning this RFP. All questions and communications regarding this RFP must be sent to the County's Purchasing Division by e-mail: pur_div@martin.fl.us.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida

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SECTION 1 GENERAL OVERVIEW OF THIS RFP

1.1 PURPOSE OF THIS RFP

The purpose of this Request for Proposals (RFP No. 2020-3179) is to solicit proposals from qualified vendors that wish to collect Residential Waste (e.g., Garbage, Rubbish, Recyclable Materials, Yard Waste, and Bulky Waste) and Commercial Waste in Martin County, Florida, pursuant to an exclusive franchise agreement.

1.2 DEFINITIONS

For the purposes of this Request for Proposals, the following terms will have the definitions provided below:

- A. "Agreement" means the Solid Waste Franchise Agreement that is attached to this RFP (Section 8).
- B. "Government Entity" means a city, county, solid waste authority, agency, or other entity that exercises any type of state or local governmental authority.
- C. "Proposal" means the package of materials and information submitted by a Proposer in response to this RFP.
- D. "Proposer" means a Person (e.g., a corporation or partnership) that submits a Proposal in response to this RFP.
- E. "Request for Proposal" or "RFP" means this procurement document (RFP No. 2020-3179) and all addenda and attachments, including the Agreement.
- F. "Responsible Proposer" means a Proposer that has the capability in all respects to perform fully the requirements in the Agreement, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to assure good faith performance.
- G. "Responsive Proposer" means a Person who has submitted a Proposal that conforms in all material respects to the requirements set forth in this RFP.
- H. "Successful Proposer" means the Proposer selected by the County as a result of this RFP process. The Successful Proposer also may be referred to as the Contractor.

The other capitalized words and phrases in this RFP are defined in Section 1 of the Agreement.

1.3 OVERVIEW OF THIS RFP

Section 1 of this of this RFP summarizes the County's requirements and specifications concerning the procurement process that will be used by the County in this case. Section 2 of this RFP describes the services that the County currently receives under its existing franchise agreement for the Collection of Solid Waste and Recyclable Materials. Section 2 also generally describes the proposed scope of services under the Agreement. Section 3 describes the process that the County will use to evaluate each Proposal. Section 4 of this RFP contains instructions for preparing and submitting a Proposal in response to this RFP. Section 5 identifies general conditions that will apply to this procurement process. Section 6 contains the forms that must be submitted by each Proposer. Section 7 contains additional background information concerning the

County's customers and their needs. Section 8 contains the County's Agreement, which describes the specific services required under this RFP.

1.4 CONE OF SILENCE; POINT OF CONTACT FOR COMMUNICATIONS

Pursuant to Section 16 of the County's Purchasing Manual, communications concerning this RFP are prohibited between any vendor (or their agents or representatives) and any member of the Board of County Commissioners ("Board"), County employee, selection committee member, or other person authorized to act on behalf of the Board, except for communications with the staff of the Purchasing Division. The Cone of Silence shall remain in effect until the Agreement is awarded to the successful Proposer by the Board. A Proposer may be disqualified if the Proposer, its agents, or representatives engage in any prohibited communications concerning this RFP.

All inquiries concerning this RFP shall be submitted by e-mail to the Martin County Purchasing Division (pur_div@martin.fl.us). The County's responses to written questions will be sent to all prospective Proposers in an addendum.

1.5 MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held at the Martin County Transfer Station and Recycling Center ("Transfer Station") located at 9101 S.W. Busch Street, Palm City, Florida. Each Proposer must attend this meeting. Each Person attending the pre-proposal meeting will be required to sign in and disclose the name of the vendor that the Person is representing.

Each Proposer should carefully review this RFP and the Agreement before the meeting. At the pre-proposal meeting, representatives of the County will be available to describe and discuss this RFP, including the Agreement. The County will respond informally to all questions and comments about the RFP that are presented to the County during the pre-proposal meeting. After the pre-proposal meeting, all communications must be directed in writing to the County's Purchasing Division pursuant to Section 1.4, above.

Each Person attending the pre-proposal meeting should bring a copy of this RFP with them. Copies of the RFP will not be provided at the pre-proposal meeting.

1.6 SCHEDULE OF EVENTS

The County will use the following tentative schedule in the selection process. The County reserves its right to change and/or delay the scheduled dates and times.

Event	Date
RFP issued by County	November 18, 2019
Mandatory Pre-Proposal Meeting	December 4, 2019 at 10:00 A.M.
Deadline for delivering Written Questions to County	December 18, 2019 at 2:00 P.M.
Addendum Issued (if required) by County	January 6, 2020
Deadline for delivering Proposals to County	January 16, 2020 at 2:00 P.M.
Selection Committee Evaluations/Short List (if any)	January 30, 2020
Presentations (if any) to Selection Committee	February 13, 2020
Board Awards Contract	March 3, 2020
Contractor Begins Service under Agreement	October 1, 2020

1.7 INQUIRIES AND ADDENDA

Each Proposer shall be solely responsible for fully investigating the scope of services to be provided, based on the terms and conditions described in this RFP, including the Agreement. Each Proposer must carefully examine the RFP before submitting a Proposal.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer must immediately notify the County's Purchasing Division in writing and request a modification or clarification of the RFP before submitting their Proposal. All questions about the RFP and all requests to modify the Agreement shall be submitted via e-mail to the County's Purchasing Division (pur_div@martin.fl.us). All questions and requests concerning the RFP, including the Agreement, must be delivered to the County before the deadline for delivering written questions, as set forth in Section 1.6, above.

The County will issue a written addendum if it wishes to revise this RFP. The issuance of a written addendum is the only method that will be used by the County to provide binding, official interpretations, clarifications, changes, modifications or information concerning this RFP. Oral instructions, comments, and explanations provided by County employees and representatives regarding the RFP will not be binding upon the County and shall not be relied upon by any Proposer.

The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (www.demandstar.com). Each Proposer shall be solely responsible for ensuring that they have obtained all of the addenda that are issued by the County.

1.8 NO DEVIATIONS FROM RFP OR AGREEMENT

If a Proposer wishes to request changes to the RFP, including the Agreement, the Proposer must submit the recommended changes to the County in accordance with Section 1.7 of this RFP, before the Proposer submits a Proposal. If the County wishes to accept the recommendation, the County will issue an addendum concerning the recommendation before the deadline for the submittal of Proposals.

Each Proposer must 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 Proposals are received, except for the correction of scrivener's errors and the incorporation of the Contractor's name and prices.

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 by the County. Any and all such terms, conditions, limitations, and qualifications shall have no force and effect.

1.9 BID BOND

Each Proposer must submit a bid bond. The bid bond shall be issued by a surety company authorized to transact business in Florida. The bid bond shall be payable to the County and shall be in the amount of Fifty Thousand Dollars (\$50,000). A Proposer's bid bond must be in the form shown in Section 6 of this RFP. If a bid bond is submitted on a form other than the one provided in this RFP, the Proposal may be declared non-responsive. A Proposal will be rejected if it fails to include a bid bond.

Each Proposer must submit their original bid bond to the County with their Proposal. Faxed or e-mailed bonds will not be accepted.

After the County identifies the Proposers that will be included in the County's short list for further consideration, the bid bond will be returned to any Proposer that is not on the County's short list. The bid bond also will be returned to an unsuccessful Proposer after the County executes the Agreement with the Successful Proposer, or rejects all Proposals, or cancels this RFP.

The Successful Proposer will be required to execute the Agreement and furnish a Parent Corporation Guarantee to the County within fourteen (14) days after the Selection Committee selects the Successful Proposer, or before the public meeting of the Board where the Selection Committee's recommendation will be considered, whichever occurs later. If the Successful Proposer does not execute the Agreement and furnish the Parent Corporation Guarantee within this timeframe, the Successful Proposer's bid bond shall be paid to and retained by the County as liquidated damages.

By submitting a Proposal in response to this RFP, each Proposer acknowledges and agrees that it is difficult or impossible to determine the extent of the damages that will be suffered by the County if the Proposer is selected as the Successful Proposer and then fails to fulfill its obligations hereunder, but the amount of the bid bond fairly and reasonably represents the parties' best estimate of such damages and, therefore, the payment of the bid bond as liquidated damages is appropriate and not a penalty. Each Proposer further agrees it will not seek a refund of the bid bond, and will not object to or otherwise contest the County's retention of the bid bond, if the Proposer fails to comply with its obligations under this RFP after being selected by the County as the Successful Proposer.

1.10 DOCUMENTS AND INFORMATION TO BE SUBMITTED

Section 4 of this RFP (Instructions for Preparing and Submitting Proposals) identifies the documents that must be submitted with a Proposal.

Each Proposal must include all of the materials, forms and information required by this RFP in order to be considered responsive. However, in the event a form, document, or other information is omitted from a Proposal, the County reserves its right to waive the omission as a minor irregularity and request the Proposer to submit the omitted information. If a Proposer fails to timely provide the information requested by the County, the Proposal may be deemed non-responsive and the Proposer may be eliminated from further consideration. Notwithstanding the foregoing, a failure to provide a bid bond or the Proposer's Rates (Section 6.3) will not be waived.

The County reserves its right to request the Proposer to provide any additional information the County deems necessary to evaluate, clarify, or substantiate the information in the Proposal. Moreover, the County reserves its right to investigate the qualifications of the Proposer, as the County deems appropriate.

1.11 EVALUATION AND SELECTION PROCESS

The County's evaluation of Proposals will be conducted by a Selection Committee comprised of County employees. The County anticipates that the evaluation process will be a two-step process, as described in Section 3 (Evaluation of Proposals) of this RFP.

1.12 AWARD OF CONTRACT

An award recommendation will be presented to the Board for approval. As described in Section 3, below, the County anticipates entering into a contract (i.e., the Agreement) with the responsible and responsive Proposer that submits the Proposal judged by the County to be most advantageous to the County.

A draft Agreement is attached to this RFP. The County anticipates that the Agreement will be executed by the County and the Successful Proposer without material changes. In the event the Successful Proposer fails to sign the Agreement or provide the Parent Corporation Guarantee in compliance with the deadlines herein, the

County may accept the offer of the second most responsive and responsible Proposer. The County also may cancel this RFP, issue a new request for proposal, or take any other action deemed appropriate by the County.

1.13 DEVELOPMENT COSTS

Each Proposer assumes all risks and shall pay all expenses associated with the preparation and submittal of their 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 travel, site visits, and making presentations to the County.

1.14 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) the Proposer 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, including the Agreement;
 - (2) the conditions to be encountered when performing the County's work;
 - (3) the quality and quantity of the work to be performed;
 - (4) the materials and equipment to be furnished; and
 - (5) all relevant facts concerning the County's RFP and the services to be provided.

After the Proposer submits its Proposal to the County, 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 relevant conditions or the requirements for any phase of the work shall not be grounds for requiring the County to pay any compensation for additional work needed because of such negligence or inattention.

Each Proposer must carefully examine all documents and conditions pertaining to this RFP, including the Agreement. **FAILURE TO DO SO WILL BE AT PROPOSER'S SOLE RISK.** The County will not be responsible for any errors resulting from the Proposer's failure to review or understand the requirements in this RFP, including the Agreement.

1.15 NO WARRANTY FOR COUNTY DATA

The data contained in this RFP or otherwise provided by an employee or agent of the County is solely for the general convenience of the Proposer and shall not be relied upon. The County makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. A Proposer shall make no claim against the County because of any data that proves to be erroneous in any respect. Each Proposer shall be solely responsible for determining all of the relevant facts that may affect its Proposal.

For example, much of the information in Section 2.2 and Section 7 of this RFP is based on data provided by the County's current franchisee (Waste Management Inc. of Florida). The County has not attempted to independently verify the accuracy of the information provided by its franchisee.

1.16 NO ASSIGNMENT OR TRANSFER OF PROPOSALS

A Proposal shall not be assigned or transferred to any Person 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 transaction that causes a material change in the ownership, management, or control of a Proposer. A Proposer shall immediately notify the Purchasing Division 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 other transaction that will materially change the ownership, management, or control of the Proposer. Failure to comply with the requirements in this Section 1.16 may result in the Proposer being disqualified from the County's RFP process. In all cases, the County shall have the exclusive authority to determine whether the County should reject a Proposal in light of a 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 County shall have the sole right to determine whether the County will execute the Agreement with the new entity.

1.17 INTERPRETATION OF RFP

The following rules shall govern the interpretation and construction of this RFP:

- A. The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items shall be regarded as illustrative and shall not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- B. The words "shall" and "must" are used herein to establish mandatory requirements. These two words are used interchangeably in this RFP and are intended to be synonymous.
- C. The word "section" means a section in this RFP, unless the context clearly indicates otherwise, such as a citation to the Florida Statutes or the Agreement.
- D. All of the citations in this RFP to the Florida Statutes shall refer to the most recent version of the Florida Statutes.

1.18 MISTAKES IN THE PROPOSAL

In the event extension error(s) are found in a Proposal, the unit price will prevail and the Proposer's total offer will be corrected accordingly. In the event of addition errors, the Proposer's totals will be corrected accordingly.

Proposals having erasures or corrections must be initialed in ink by the Proposer. Failure to do so may result in the rejection of the Proposal.

1.19 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 any such law, or constitute a defense against the enforcement of such law, 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 Purchasing Division in writing.

1.20 COUNTY'S PURCHASING MANUAL

This RFP and the County's procurement process are governed by the County's Purchasing Manual, which was adopted on April 9, 2019. Among other things, the Purchasing Manual describes the County's requirements concerning the Cone of Silence (Section 16), Conflicts of Interest (Section 6), and bid protests (Section 22).

1.21 PUBLIC ENTITY CRIMES

Each Proposer shall comply with the applicable portions of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, 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."

1.22 SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits the County from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and from contracting for goods or services of one million dollars or more with companies that are on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or are engaged in business operations in Cuba or Syria. Section 287.135, Florida Statutes, further provides that a Proposer is not entitled to propose any contract for goods or services of any value if that Proposer is on the Scrutinized Companies that Boycott Israel List or is otherwise engaged in a boycott of Israel or on any contract for goods or services valued over one million dollars if that Proposer is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or is engaged in business operations in Cuba or Syria.

When submitting its Proposal, each Proposer shall certify compliance with Section 287.135, Florida Statutes, by executing the Proposer Certification Regarding Scrutinized Companies (Section 6.6 herein). The County reserves its right to terminate any contract in which a Proposer provides a false certification or otherwise violates Section 287.135, Florida Statutes.

1.23 CONFIDENTIAL DOCUMENTS AND REDACTED PROPOSALS

If a Proposer contends that part or all of their Proposal is not subject to public disclosure, the Proposer must submit a Redacted Version of their Proposal to the County and comply with the requirements in this Section 1.23. For the purposes of this RFP, a "Redacted Version" shall mean a copy of the Proposal in which the Proposer has redacted (i.e., blacked-out) all of the parts of the Proposal that the Proposer deems exempt from disclosure, based on the provisions in the Florida Statutes.

The Redacted Version shall be provided to the County, subject to the following requirements:

- In addition to the original Proposal, the Proposer shall provide a Redacted Version of the Proposal, which shall be clearly marked on the front page as a "Redacted Version" of the Proposal.

- On the inside of the Redacted Version, the Proposer shall provide one or more summary sheets, as necessary, that identify in detail each section and page of the Proposal that has been redacted.
- For each section of the Proposal that contains a redaction, Proposer shall (a) explain why the information in the Proposal should not be disclosed to the public, (b) state the legal basis for each exemption from disclosure, and (c) provide a citation to the specific statutory authority for such exemption. All of this information shall be provided by using the summary table and format shown below.

Summary Table of Redactions

Page Number in Proposal	Section Number in Proposal and summary description of text being redacted	Florida Statute authorizing non-disclosure	Detailed explanation of legal basis for non-disclosure

Section 119.071, Florida Statutes, establishes general exemptions to the inspection and copying of public records. Additionally, “trade secrets,” as defined in Section 812.081, Florida Statutes, are confidential and exempt from public disclosure pursuant to Section 815.045, Florida Statutes. However, a Proposal or other document will not be exempt from public disclosure in cases where the Proposer labels the document as “confidential” or “trade secret” but fails to comply with the other requirements contained in this Section 1.23.

The County may review the Proposer’s rationale for not disclosing the redacted material. If the redactions do not appear to comply with the requirements in the applicable state statutes, the County may request further information regarding the redactions.

It shall be the sole responsibility of the Proposer to address and defend any challenges filed by third parties concerning the redactions submitted by the Proposer.

The Proposer shall be solely responsible for determining whether the Proposer will submit a Redacted Version of its Proposal. If a Proposer does not submit a Redacted Version of its Proposal in compliance with the requirements in this Section 1.23, the entire Proposal will be deemed a public record and made available for public inspection.

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SECTION 2 BACKGROUND INFORMATION AND SCOPE OF PROPOSED SERVICES

2.1 OVERVIEW

The Board of County Commissioners of Martin County has issued this RFP because the Board wishes to provide its residents and businesses with an excellent level of service, while using a competitive procurement process to obtain the best value. The County anticipates this RFP will result in the award of an exclusive franchise agreement for the Collection of Solid Waste and Recyclable Materials from Residential Dwellings, Multi-Family Dwellings, and Commercial Property throughout the unincorporated areas of the County, plus the Village of Indiantown and the Town of Sewall's Point. The specific scope of services is described in the Agreement that is attached hereto (Section 8). The Successful Proposer shall take all steps necessary to provide all of the labor, services, supervision, materials, and equipment needed to collect Solid Waste and Recyclable Materials Waste in compliance with the requirements in the Agreement.

2.2 CURRENT COLLECTION SERVICES

The County's current franchisee (Waste Management Inc. of Florida or "WMIF") provides its services in the unincorporated areas of the County pursuant to the County's existing franchise agreement. In addition, WMIF provides its services in the Town of Sewall's Point and Indiantown pursuant to the County's existing franchise agreement. The County anticipates that all of these areas will need to be served by the County's Contractor pursuant to the proposed Agreement.

In the areas that are served under the County's existing franchise agreement, there are approximately 47,500 Residential Dwelling Units (e.g., single family homes) where the residents use Garbage Cans. Garbage, Rubbish, Bulky Waste, Yard Waste, and Recyclable Materials are collected at Curbside from these Residential Dwellings on a five day per week schedule. Each Residential Dwelling has Garbage collected twice each week. Yard Waste is collected at Curbside once each week (Wednesday). Bulky Waste also is collected once each week. Recyclable Materials are collected on the first day when Garbage is collected.

There are approximately 170 locations where Multi-Family Dwellings receive service under the County's existing franchise agreement. There are one or more Collection Containers at each of these locations. Some Multi-Family Dwellings use Garbage Cans and receive Collection Service at Curbside. Other Multi-Family Dwellings use Mechanical Containers for the Collection of Garbage and Rubbish.

There are approximately 1,440 business establishments that receive Collection Service for Garbage and Rubbish under the County's existing franchise agreement. There also are approximately 100 County-owned or operated facilities (e.g., County buildings and parks) where Garbage, Rubbish, and/or Recyclable Materials are collected under the County's existing franchise agreement.

The Solid Waste and Recyclable Materials collected pursuant to the existing franchise agreement are transported to the County's Transfer Station at 9101 S.W. Busch Street, Palm City, Florida.

Section 7 of this RFP contains instructions for obtaining more detailed information about the services that are provided under the County's existing franchise agreement. Among other things, Section 7 provides instructions for: (a) locating the single-family Residential Dwellings in the unincorporated areas of the County; (b) identifying the locations of and level of service provided to Multi-Family Dwellings, Commercial Customers, and County facilities, respectively; and (c) locating the Residential Customers that receive Backdoor Service.

2.3 SCOPE OF SERVICES UNDER THIS RFP

In general, the Successful Proposer (“Contractor”) shall continue to provide the same basic services that are summarized in Section 2.2, above. More specifically, the Contractor shall provide all of the Collection Services described in the Agreement, in compliance with the terms and conditions in the Agreement, to all of the residents and businesses in the County.

2.4 COMMENCEMENT OF SERVICE AND TRANSITION SCHEDULE

The County’s contract with its current franchisee will expire on September 30, 2020, unless the contract is extended. The initial Term of the Agreement shall begin on October 1, 2020 and shall expire on September 30, 2028 (i.e., approximately 8 years after the Contractor begins providing its Collection Services). The Agreement may be renewed and extended for an additional six (6) years.

The County intends to award an exclusive franchise to the Successful Proposer in March 2020, thus providing enough time (six (6) months) for the Successful Proposer to commence its operations on October 1, 2020. If the County’s award of the Agreement is delayed for any reason, the County will postpone the Commencement Date and thus provide the Successful Proposer (Contractor) with six (6) months to commence its operations.

After the County and the Contractor execute the Agreement, the County will require the Contractor to prepare a Transition Plan. The Contractor shall complete the requirements listed in Section 5.2 of the Agreement in compliance with the schedule contained therein. However, the County is willing to consider minor revisions to the schedule. Any proposed revisions to the schedule in Section 5.2 of the Agreement must be submitted to the County in compliance with the requirements in Section 1.8, above.

2.5 INSURANCE REQUIREMENTS

The Contractor shall provide and maintain insurance in compliance with the conditions specified in the Agreement (Section 54). The insurance shall be provided before the Contractor begins work on the Commencement Date.

2.6 PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide and maintain a performance bond in compliance with the conditions specified in the Agreement (Section 55). The performance bond shall be provided before the Contractor begins work on the Commencement Date.

2.7 PARENT CORPORATION GUARANTEE

The Contractor shall provide and maintain a Parent Corporation Guarantee in compliance with the conditions specified in the Agreement (Section 56). The Parent Corporation Guarantee shall be provided before the County signs the Agreement with the Contractor.

2.8 PAYMENTS TO THE COUNTY

The Contractor shall make certain payments to the County pursuant to the Section 41 of the Agreement. Among other things, the Contractor shall pay Franchise Fees (5%) and shall pay for certain public notices.

2.9 PAYMENTS FOR CARTS

The Contractor shall provide Recycling Carts to the County's residents pursuant to Section 28 of the Agreement. The Contractor shall pay for the Recycling Carts, except as otherwise provided in Sections 28.1.3, 28.4, and 40.9 of the Agreement.

2.10 DESIGNATED DISPOSAL FACILITIES

Section 20 of the Agreement identifies the facilities where the Contractor must deliver the Solid Waste and Recyclable Materials it collects pursuant to the Agreement. The Designated Facilities are located at the County's Transfer Station.

2.11 MINIMUM QUALIFICATIONS FOR PROPOSERS

Each Proposer must have at least five (5) years of experience collecting Solid Waste and Recyclable Materials. In addition, each Proposer must demonstrate that the Proposer has successfully provided its services pursuant to contracts that satisfy the following minimum requirements:

- A. Curbside Residential Collection Services - As a minimum qualification requirement, each Proposer shall submit information demonstrating the Proposer worked for two (2) different Government Entities pursuant to franchise agreements and, under each contract, the Proposer collected Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials at Curbside from at least 20,000 Single Family Dwelling Units. These services must have been provided for at least two (2) years during the period January 2015 through November 2019.
- B. Multi-Family Residential Collection Services - As a minimum qualification requirement, each Proposer shall submit information demonstrating the Proposer worked for two (2) different Government Entities pursuant to franchise agreements and, under each contract, the Proposer used Mechanical Containers to collect Garbage and Rubbish from Multi-Family Dwellings containing at least 10,000 Dwelling Units. This service must have been provided for at least two (2) years during the period January 2015 through November 2019.
- C. Commercial Waste Collection Services – As a minimum qualification requirement, each Proposer shall submit information demonstrating the Proposer collected Solid Waste from at least 500 commercial businesses in one city or county for at least two (2) years during the period January 2015 through November 2019.

Each Proposer must demonstrate their experience meets or exceeds the minimum qualification requirements in this Section 2.11. Any Proposer that fails to satisfy the minimum qualification requirements in this Section 2.11 shall not be deemed to be responsible and shall not be considered for evaluation by the County.

The minimum qualifications in this Section 2.11 must be satisfied by the Proposer—i.e., the corporation, partnership, or other business entity that submits a Proposal in response to this RFP. A Proposer cannot satisfy these minimum requirements by relying on the experience of the individuals who work for the Proposer.

Section 5.3 (Chapter 4) of this RFP describes in more detail the information and forms that must be submitted to demonstrate compliance with the minimum qualifications in this Section 2.11.

2.12 INSPECTIONS OF RECYCLING CARTS

The County wishes to reduce the amount of Non-Conforming Material that is Set Out in Recycling Carts. As part of its effort to achieve this goal, the County may require the Contractor to inspect the contents of

the Recycling Carts used by Curbside Customers, as described in Section 16.3 of the Agreement. Accordingly, each Proposer must provide its Rates for conducting inspections of the contents of the Recycling Carts used by Curbside Customers. See Section 6.3 (Table 7) of this RFP. After the County receives prices for this service, the County will determine whether the County wishes to use this service and, if it does, the County will select the level of service it wishes to receive.

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**SECTION 3
EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

3.1 OVERVIEW OF EVALUATION METHOD

The County will assemble a Selection Committee comprised of County staff. The County's Selection Committee will evaluate each Responsive Proposal and then select the responsive and responsible Proposer that the committee will recommend to the Board. The Selection Committee and the Board, respectively, shall have the the exclusive right to judge each Proposer and the County's best interests.

3.2 PHASE I AND PHASE II EVALUATIONS

The County anticipates that it will evaluate the Proposals in a two-phase process, but the County reserves its right to eliminate one phase of the process or use any other approach the County deems appropriate.

3.2.1 Phase I - Each member of the Selection Committee shall evaluate each Proposal in accordance with the evaluation criteria specified herein. The Selection Committee will rank the Responsive Proposers to establish a "short list" of Proposers that will advance to Phase II of the selection process. It is anticipated that a minimum of two Proposers will be short listed. However, at its option, the Selection Committee may allow all Responsive Proposers to participate in the Phase II evaluation process.

3.2.2 Phase II - Each short-listed Proposer will have equal standing at the beginning of the Phase II evaluation. The ranking established during the Phase I evaluation process will not carry over to the Phase II evaluation process.

Each short-listed Proposer may be required to make a presentation to the Selection Committee. These presentations will provide an opportunity for the Selection Committee members to further assess the Proposers and their Proposals. If presentations are utilized, the schedule and format for the presentations will be determined by the Selection Committee. Presentations will be closed to the public, pursuant to Section 286.0113, Florida Statutes.

During Phase II, each Selection Committee member shall re-evaluate each Responsive Proposer that was short-listed, and rank the Responsive Proposers in accordance with the evaluation criteria specified herein. The Phase II ranking shall be based on the Proposal, the information presented during the presentation, reference checks, and any other available information. The rankings shall be made in the manner described in Sections 3.3 and 3.4, below.

At any time during the County's evaluation process, the Purchasing Division or the Selection Committee may reject a Proposal if the Purchasing Division or Selection Committee determines that the Proposer is not responsible (i.e., the Proposer does not satisfy the minimum criteria set forth in this RFP) or the Proposal is not responsive. Any Proposer that is not responsive or not responsible will not be considered further.

3.3 POINTS AND RANKING SYSTEM FOR PHASE I AND II EVALUATIONS

Section 3.4, below, identifies the criteria will be used to evaluate Proposals. Section 3.4 also identifies the maximum number of points that may be awarded for each criterion. Each Selection Committee member will award points to each Proposal, based on the evaluation criteria described in Section 3.4, below, except price.

The Purchasing Division will calculate the number of points to be awarded to each Proposal based on price. To make this determination, the Purchasing Division shall review the Proposed Rates (Section 6.3) submitted by each Proposer and then calculate the total annual cost of using a Proposer's services, based on the County's estimate of the residential and commercial services that will be provided by the Contractor in a hypothetical year. The maximum number of points for price will be awarded to the Proposal that offers the lowest total annual cost. The points to be awarded to the other Proposals will be calculated by using the following formula:

$$A/B \times C = D$$

Where:

- A = The lowest total annual cost offered by any Proposer
- B = The Proposer's total annual cost
- C = Total points possible for price (i.e., 50 points)
- D = Points earned by Proposer

Each member of the Selection Committee will evaluate each Proposal. Each Proposal will be considered individually and in the context of the other Proposals. Each member of the Selection Committee will award points for each criterion, except price. The points for price will be provided to the committee members by the Purchasing Division. All of the points for the 5 criteria will be added together to determine the total number of points that will be awarded to a Responsive Proposal by a Selection Committee member. The Responsive Proposal with the most points will be the highest ranked Proposal, as determined by that member of the Selection Committee. The Proposal receiving the second most points will be ranked second by that committee member, and so on until the committee member has ranked all of the Proposals.

The rankings from the individual committee members will be added together to determine the committee's ranking of the Proposals. In this calculation, a Proposal receiving the highest ranking from a committee member shall receive one point. The second highest ranking from a committee member will receive two points. The other rankings will be scored in the same manner. After the rankings from all of the committee members have been summed, the Proposal receiving the lowest total number of points will be the committee's top-ranked Proposal. The Proposal receiving the next lowest number of points will be ranked second by the committee. The remaining Proposals will be ranked in the same fashion.

3.4 EVALUATION CRITERIA

Each Proposal shall be evaluated, and points shall be awarded, in light of the following criteria:

	Points Possible
A. The Proposer's general qualifications and experience.	10
B. The Proposer's past performance.	10
C. The Proposer's plan for providing service to the County.	20
D. The Proposer's capabilities and resources.	10
E. The Proposer's prices.	50
	100
Total Points Possible	

3.5 TIE PROPOSALS

If a tie occurs for the top ranked position after the Phase II evaluation, a best and final offer will be requested from the two (2) top ranked Proposers. The Selection Committee and the Purchasing Division will re-score the Proposals after receiving the best and final offers, using the methods described in Section 3.3.

3.6 SOLE PROPOSAL

In the event there is only one Proposer, the Selection Committee shall evaluate the sole Proposal and determine whether the Proposal meets the requirements in this RFP and the needs of the County at a reasonable cost. If so, the Selection Committee may recommend the award of the County's work to the sole Proposer.

3.7 AWARD OF CONTRACT BY BOARD

After the Selection Committee completes its assessment of the Proposals, the County staff shall prepare a written recommendation, which shall be presented to the Board at a public meeting. The Board may exercise any one of the following options:

- (a) The Board may approve the award of the County's work to the Proposer that received the highest ranking by the Selection Committee;
- (b) The Board may reject all of the proposals, based on any reason the Board deems sufficient;
- (c) The Board may defer the award of the County's work; or
- (d) The Board may take any other action the Board deems lawful and appropriate.

It is anticipated that the Board will award the County's work to the Proposer that submits the best overall proposal—i.e., the Proposal that is most advantageous to the County, based on price and the other criteria in Section 3.4, and the Board's assessment of the best value and the County's best interests.

The Proposer that received the highest ranking by the Selection Committee shall sign the Agreement before the recommendation of the Selection Committee is presented to the Board at a public meeting. The Successful Proposer also must provide the required Parent Corporation Guarantee to the County. If the highest ranked Proposer fails to comply with these requirements, the County may award the Agreement to the next highest ranked Proposer.

3.8 THE COUNTY'S ACCEPTANCE OR REJECTION OF PROPOSALS

The County reserves its exclusive right to:

- A. accept the Proposal which, in the judgment of the County, is the best overall Proposal, based on the criteria in Section 3.4, above;
- B. reject any and all non-responsive Proposals;
- C. waive minor irregularities and technicalities in any Proposal;
- D. issue addenda to revise the requirements in this RFP;
- E. cancel this RFP, with the option of issuing a new RFP or other solicitation;
- F. change the schedule for any activities under this RFP;
- G. enter into negotiations with one or more Proposers or other Persons; and
- H. continue to provide Collection Services with the current franchisee.

The County shall decide, in its sole discretion, whether to reject a Proposal as non-responsive.

The County may reject a Proposal for any reason that the County deems sufficient. For example, the County 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 for the County; or a Person submits more than one Proposal under the same or different names.

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.

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.

Nothing contained in this RFP shall be construed to restrict the County Administrator's right to terminate this RFP if she deems it to be in the best interests of the County.

3.9 LIMITATIONS ON PROPOSER'S RIGHTS

By submitting a Proposal, each Proposer acknowledges and agrees that: (a) 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 deadline for submitting Proposals; (b) no enforceable contract will arise between the County and the Proposer unless the County signs the Agreement with the Proposer; (c) no action will lie against the County to compel the County to execute the Agreement or any other contract at any time; (d) the County is not obligated to award its Agreement to the Proposer that offers the lowest prices to the County; (e) the County 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 County; and (f) the Proposer waives any and all claims it may have for damages, lost profits, costs, expenses, attorneys' fees, or other injuries if the County decides that the County will (1) award the Agreement to another Proposer or (2) not sign the Agreement with the Proposer, even if the Selection Committee recommends awarding the Agreement to the Proposer.

3.10 PROPOSER'S WARRANTIES TO COUNTY

By submitting a Proposal, each Proposer represents and warrants that: (a) no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein; (b) the Proposer is not insolvent; (c) the Proposer is not in bankruptcy proceedings or receivership; and (d) the Proposer is not engaged in or threatened with any litigation, arbitration or other legal or administrative proceeding or investigation of any kind that would have a material adverse effect on the Proposer's ability to perform its obligations under the Agreement.

3.11 BEST AND FINAL OFFERS

When the County deems it appropriate, the County may request the submission of best and final offers. A request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once, unless the County Administrator determines it is in the County's best interest to conduct additional discussions or change the County's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. If a Proposer is required to submit a best and final offer, but does not, the Proposer's most recent offer will be deemed to be their best and final offer.

3.12 SELECTION COMMITTEE MEETINGS

The time, date, and place of Selection Committee meetings will be posted on the County's website at www.martin.fl.us in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public. However, a presentation to the Selection Committee by a Proposer will be closed to the public, pursuant to Section 286.0113, Florida Statutes.

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SECTION 4 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

4.1 GENERAL INSTRUCTIONS FOR PREPARING PROPOSALS

Each Proposal must provide responses to each of the requests for information contained in this RFP. Each Proposal also must include each of the forms provided in Section 6 of this RFP, including any forms that are issued in addenda. Each Proposer must fill in all of the blank spaces in the County's forms, in ink or typewritten print. All required signatures must be manual and in ink. All corrections made by a Proposer to any part of their Proposal must be initialed in ink. Each Proposal must be manually signed by a Person that is legally authorized to bind the Proposer to the Proposal.

Each Proposer must carefully review its submittal to ensure that a complete, comprehensive and unequivocal answer has been provided for each of the questions and requests for information in this RFP. 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.

Proposers must carefully check their responses in the Proposed Rates form (Section 6.3), verifying that all items have a price provided, and confirming the accuracy of all math extensions and totals. The pricing submitted in the Proposal Rates form will be used in the evaluation and scoring of the Proposal. Negotiations regarding price will NOT be allowed as part of the RFP evaluation and ranking process.

4.2 PROPOSAL FORMAT

Each Proposal shall be typewritten, with a font size of eleven (11) or larger, on 8.5" by 11" white paper. Proposals shall be organized in chapters, as indicated below. All pages shall 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.

4.3 CONTENTS OF THE PROPOSAL

Each Proposal shall contain the information requested below. The Proposal shall be organized in chapters and the chapters shall be presented in the following sequence:

Chapter 1 PROPOSER INFORMATION FORM

The Proposer Information Form, including the Acknowledgment of Addenda, shall be completed and included in Chapter 1 of the Proposal. The Proposer Information Form is contained in Section 6.1 of this RFP.

Chapter 2 CERTIFICATION OF ACCURACY AND COST FORM

The Certification of Accuracy and Cost Form shall be completed and included in Chapter 2 of the Proposal. This form is contained in Section 6.2 of the RFP. This form must be notarized.

Chapter 3 PROPOSED RATES

Each Proposer shall submit its Proposed Rates (prices) in Chapter 3 of its Proposal. Each Proposer shall present its Rates by completing the forms in Section 6.3 of this RFP.

Chapter 4 QUALIFICATIONS AND EXPERIENCE OF THE PROPOSER

Each Proposer must submit information demonstrating the Proposer has the experience and qualifications to provide the services requested by the County, in compliance with the requirements in the Agreement. This information must be submitted in Chapter 4 of the Proposal. Each Proposer should use the References Form to provide information about its prior work. The References Form is contained in Section 6.4 of this RFP.

As a minimum qualification, each Proposer must demonstrate that it has at least five (5) years of experience collecting Solid Waste and Recyclable Materials. Each Proposer also must demonstrate that it satisfies the other minimum requirements in Section 2.11 of this RFP.

If a Proposer satisfies the County's minimum requirements in Section 2.11, the County also will consider and evaluate other work performed by the Proposer. More specifically, the County will consider references from a total of five (5) Governmental Entities that used the Proposer's services for the Collection of Residential Waste and Recyclable Materials at Curbside. Please use the References Form (Section 6.4) for each of these references. The references used to demonstrate that the Proposer satisfies the minimum requirements in Section 2.11 also may be included with the five (5) references allowed pursuant to this Section 5.3. However, please do not provide more than five (5) references.

The County intends to contact each of the five (5) references. **EACH PROPOSER MUST VERIFY THAT THE TELEPHONE NUMBERS AND OTHER CONTACT INFORMATION FOR ITS REFERENCES ARE ACCURATE AND UP TO DATE.** The Proposer's failure to provide accurate contact information may result in the reference not being considered by the County. The County also may disregard the reference if the designated contact person does not have knowledge of the services provided by the Proposer.

In general, the County would like to receive information demonstrating the Proposer has experience providing the following services:

- (a) the Collection of Garbage and Rubbish from Residential Customers using Garbage Cans at Curbside;
- (b) the Collection of Bulky Waste and Yard Waste from Residential Customers at Curbside;
- (c) the Collection of Source Separated Recyclable Materials from Residential Customers using Recycling Carts for "single stream" Recycling;
- (d) the Collection of Garbage and Rubbish at Multi-Family Dwellings using Mechanical Containers; and
- (e) the Collection of Garbage and Rubbish at commercial establishments using Mechanical Containers.

Each Proposer also is encouraged to: (a) identify each Government Entity in Florida that selected the Proposer in the last five (5) years (i.e., on or after January 1, 2014) to provide Collection Services in cases where the Proposer's services replaced the services provided by the Government Entity's own staff or replaced the services of another private company; and (b) describe the major lessons that were learned when making the transition in services for those Government Entities.

At its option, the County may request the Proposer to provide a more extensive list of references. The County also may investigate the Proposer's experience with Florida Government Entities and other persons that are not identified by the Proposer.

Chapter 5 QUALIFICATIONS OF STAFF

In Chapter 5 of the Proposal, please provide the names and resumes of the key members of Proposer's staff that will be assigned to the County's work. The County understands that some of these employees may not be hired until the County awards its work to the Proposer. With regard to these future employees, please identify the minimum experience that will be required for the people that will be hired or assigned to these key positions. Please note that Sections 30.2 and 30.3 of the Agreement establish some minimum criteria for the District Manager and Field Supervisor. Also note that Section 5.3 of the Agreement requires the Contractor (Successful Proposer) to assign one of its customer service representatives to work at the County's offices during the first month of the Contractor's operations.

At a minimum, provide the following information for the District Manager, the Field Supervisor, and the customer service representative that will be working with the County during the first month of operations:

- A. The employee name (if known);
- B. The employee's title;
- C. The number of years the employee has worked with the Proposer;
- D. The number of years of industry experience the employee has;
- E. Any other qualifications of the employee.

Chapter 6 QUALIFICATIONS OF SUBCONTRACTORS

In Chapter 6 of the Proposal, please identify the subcontractors, if any, that will be used to provide Collection Services under the Agreement. For each subcontractor, identify the specific Collection Services that will be provided and explain why the subcontractor will be used for such services. Provide the name and telephone number of the contact person for each subcontractor. Submit a description of the qualifications and experience of each subcontractor, including the training and experience of the key representatives for each subcontractor.

Pursuant to Section 30.11 of the Agreement, no subcontractors or temporary labor shall be used to provide Collection Services without the prior approval of the County. However, subcontractors identified in the Proposal of the Successful Proposer will be deemed to be approved. Section 30.11 also requires the Contractor to provide all of its Collection Services by using permanent employees of the Contractor "to the greatest extent practicable."

In the alternative, confirm that no subcontractors will be used.

Chapter 7 PROPOSER'S FINANCIAL STABILITY

In Chapter 7 of the Proposal, each Proposer must demonstrate that the Proposer is financially stable and has the financial resources to provide Collection Services in the County in compliance with the requirements in the Agreement.

- A. Bankruptcy Proceedings. Each Proposer must identify all pending and threatened bankruptcy proceedings in which the Proposer, its parent, any subsidiary, any affiliate, or any proposed subcontractor is seeking bankruptcy protection. The Proposer also must

identify all bankruptcy proceedings that involved the Proposer, its parent, any subsidiary, any affiliate, or any proposed subcontractor on or after January 1, 2014.

B. Financial Statements. Each 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 requested by the County. Audited financial statements for the last two (2) years will suffice. Publicly traded corporations may provide pertinent 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. Copies of such materials may be provided in a thumb/flash drive.

C. Creditworthiness. Each Proposer must provide: (a) information concerning their available lines of credit, including current balances; and (b) one or more letters of reference from lenders or financial institutions 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, except as provided in Section 1.23 of this RFP.

Chapter 8 LITIGATION

A. In Chapter 8 of its Proposal, each Proposer shall identify each case within the last five years (i.e., on or after January 1, 2014) where:

- (1) 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 Florida Government Entity for the Collection of Solid Waste;
- (2) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a Florida Government Entity for the Collection of Solid Waste and such fines exceeded ten thousand dollars (\$10,000) in one month; or
- (3) the Contractor paid more than ten thousand dollars (\$10,000) to settle a dispute with a Florida Government Entity concerning the Proposer's performance under a contract for the Collection of Solid Waste or Recyclable Material.

For each case identified by the Proposer, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

B. With regard to each subcontractor that will provide Collection Services for the County, provide the same information that is required for the Proposer pursuant to Chapter 8. A, above.

Chapter 9 CONTRACT TERMINATION AND VIOLATIONS

A. In Chapter 9 of its Proposal, each Proposer must identify and describe each case where a Florida Government Entity cancelled or terminated a contract for the Collection of Solid Waste or Recyclable Material with the Proposer or the Proposer's subcontractor on or after January 1, 2014. Please provide the name of the Florida Government Entity and the reason for cancellation for each case. The Proposer does not need to identify cases where a contract expired, without cancellation.

B. Each Proposer must identify and describe each criminal conviction of the Proposer or any of the Proposer's officers in a case concerning the Collection or management of Solid Waste, which occurred on or after January 1, 2014. For the purposes of this paragraph, any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. Each Proposer must identify and describe each case filed or otherwise initiated against the Proposer by a local or state environmental agency on or after January 1, 2014 concerning the Collection of Solid Waste or Recyclable Materials.

Chapter 10 INSURANCE

In Chapter 10 of its Proposal, each Proposer shall provide an "Information Only" ACORD Certificate demonstrating the Proposer's ability to obtain the required types and level of insurance specified in Section 54 of the Agreement. The ACORD certificate shall be issued by a company that is approved to do business under the laws of the State of Florida and meets the requirements in Section 54.11 of the Agreement.

Chapter 11 IMPLEMENTATION OF CONTRACTOR'S SERVICES

A. In Chapter 11 of its Proposal, each Proposer shall describe its plan for serving the County's residents and business. The plan should identify any areas in the County where it may be difficult to provide service (e.g., rural areas in the western part of the County; areas with narrow streets or alleys). The plan should describe the measures the Proposer will use to serve such areas.

B. In Chapter 11 of its Proposal, each Proposer shall identify and describe the steps the Proposer will take to ensure that the County and its residents will not experience any disruptions in the level of service they receive, if the Proposer is selected by the County. Describe the activities that will be performed by the Proposer to ensure a smooth, seamless transition for the County and its residents.

C. Section 5 of the Agreement requires the Successful Proposer (Contractor) to prepare and implement a Transition Plan before the commencement of the Contractor's Collection Services.

1. If the County signs the Agreement with the Proposer, how much time will the Contractor need before the Contractor is ready to begin providing its Collection Services under the Agreement?
2. Describe the steps that will be taken if there are any missed deadlines under the Transition Plan, especially with regard to (a) the procurement of vehicles, equipment, and carts and (b) the hiring and training of drivers and other personnel.
3. Describe the problems the County should expect to encounter during the first month after the Successful Proposer begins to provide its services to the County.
4. Describe any steps the County should take to address these problems in advance. Describe any assistance the County should provide to the Contractor during the Transition Period and the initial period when the Contractor commences its operations.

Chapter 12 BUSINESS EQUIPMENT AND OPERATIONS

A. In Chapter 12 of its Proposal, each Proposer shall provide a list that identifies each truck and other Collection vehicle that will be used by the Proposer to provide the services required

pursuant to the Agreement. (Please note that Section 29.3 of the Agreement establishes age limits and other requirements concerning the Collection vehicles used by the Successful Proposer). The Proposer's list must identify all of the vehicles that will be used by the Proposer when providing Collection Service to the County, including all of the reserve vehicles that will be provided by the Proposer. The list also must identify: (1) the make, model, and year of each vehicle; (2) the type of fuel that will be used by each vehicle; (3) the cargo capacity of each vehicle; (4) the total number of vehicles that will be used to provide each type of Collection Service (e.g., Collection of Bulky Waste from Residential Curbside Customers); and (5) the total number of vehicles that will be used to provide all Collection Services, including all front line and reserve vehicles.

B. For any vehicles that need to be purchased, provide an estimate of the amount of time needed to purchase, receive, equip, and otherwise make the vehicles ready to provide service in the County.

C. Provide an estimate of the amount of time needed to purchase, receive, and make ready any Mechanical Containers that will be provided by the Proposer pursuant to the Agreement.

D. Provide an estimate of the amount of time required to purchase, receive, and assemble the Garbage Carts and Recycling Carts that will be provided by the Contractor pursuant to the Agreement.

E. Section 31 of the Agreement requires the Contractor to have an office in Martin County. Please identify the location of the Proposer's local office, if known. Identify the types of staff positions that will be provided at the local office and, for each staff position, identify the number of individuals that will be employed in each position.

F. Pursuant to Section 36 of the Agreement, the County's Contractor must provide certain notices concerning the services that will be provided by the Contractor. Please provide samples of similar notices that have been provided by the Proposer in other communities. The notices should demonstrate the types of designs and content that could be used when the County notifies the public about the commencement of the Proposer's services. Also provide samples of notices that describe the appropriate steps to be taken by the public when setting out their Solid Waste and Recyclable Materials.

G. Describe any practices or initiatives the Proposer will use to promote recycling by Commercial Customers in the County.

H. Describe any practices or initiatives the Proposer will use to reduce the amount of "contamination" (Non-Conforming Material) placed in Recycling Carts and other Recycling Containers.

Chapter 13 CUSTOMER SERVICE

A. In Chapter 13 of its Proposal, each Proposer should describe the attributes it has that will enable the Proposer to provide outstanding customer service to the County's residents.

B. How many members of the Proposer's customer relations staff will be assigned to handle calls concerning the County's account? How many members of the assigned customer relations staff will be fluent in English? How many members of the assigned customer relations staff will be fluent in Spanish?

Chapter 14 SOFTWARE AND CUSTOMER WEBSITE PORTAL

A. In Chapter 14 of the Proposal, each Proposer shall identify and describe the software that will be used by the Proposer to manage the County's account. Describe the functionality of the software, such as the ease of preparing customized reports, tracking customer service requests, invoicing, and conducting other operations.

B. Sections 32.1.4 and 32.1.5 of the Agreement require the Proposer/Contractor to provide access to the Contractor's software programs. Please explain how the County will be provided access to the Proposer's software system. Please identify any instances where the Proposer's software exceeds the requirements in the County's Agreement.

C. Sections 32.1.4 and 32.1.5 of the Agreement require the Contractor to establish web-based systems for complaints and service requests. Describe the web-based portal or website that will be made available to County residents. Identify the self-service tasks that residents will be able to perform through the portal or website.

D. Provide the web address of a web-based portal or website similar to the one that will be used for the County.

Chapter 15 DRUG-FREE WORKPLACE CERTIFICATION

In Section 15 of its Proposal, each Proposer shall certify that it has implemented a drug-free workplace program. A signed certification of compliance must be submitted with the Proposal. The form is contained in Section 6.5 of this RFP.

Chapter 16 CERTIFICATION REGARDING SCRUTINIZED COMPANIES

In Chapter 16 of its Proposal, each Proposer must submit the form entitled Certification Regarding Scrutinized Companies, which is contained in Section 6.6 of this RFP.

Chapter 17 PUBLIC ENTITY CRIMES

In Chapter 17 of its Proposal, each Proposer must provide a certification concerning Public Entity Crimes. The applicable form is contained in Section 6.7 of this RFP. This form must be notarized.

Chapter 18 BID BOND

In Chapter 18 of its Proposal, each Proposer must submit a bid bond, which shall be in the amount of Fifty Thousand Dollars (\$50,000). The bond must be in the form shown in Section 6.8 of this RFP.

Chapter 19 CORPORATE STATUS

If the Proposer is a corporation, the Proposer must provide certification from the applicable state, verifying the Proposer's corporate status and good standing. This information must be submitted in Chapter 19 of the Proposal.

Chapter 20 ADDITIONAL INFORMATION

In Chapter 20 of the Proposal, each Proposer may submit any additional information that the Proposer would like the County to consider.

Chapter 21 PROPOSAL CHECKLIST

In Chapter 21 of the Proposal, each Proposer shall submit the Proposal Checklist, which is contained in Section 6.9 of this RFP.

4.4 INSTRUCTIONS FOR SUBMITTING PROPOSALS TO THE COUNTY

Each Proposer must submit one (1) original of their Proposal, plus five (5) hard copies, and an electronic copy on a compact disc or flash drive. The original shall be labelled on the cover as "Original" and each copy shall be labelled on the cover as a "Copy." The original Proposal, the copies, and the electronic copy shall be placed in an opaque envelope or container, which shall be sealed and labelled on the outside with: (a) the Proposer's name and business address; and (b) the name and number of this RFP (i.e., Collection of Solid Waste and Recyclable Materials; RFP No. 2020-3179).

Each Proposal must be delivered to the County before the deadline set forth in Section 1.6 of this RFP. More specifically, each Proposal must be delivered to the Information Desk on the 1st Floor of the County Administration Building, which is located at 2401 S.E. Monterey Road, Stuart, Florida, before the deadline.

It is the Proposer's sole responsibility to ensure that its Proposal is complete and delivered to the proper place before the deadline. Proposals that are not delivered before the deadline will not be considered by the County. Proposals submitted by facsimile, telephone, e-mail, or other electronic means will not be accepted.

A Proposal may be withdrawn prior to the deadline for submitting Proposals, if a Proposer submits a written request to withdraw its Proposal and the request is received by the Purchasing Division before the deadline for submitting Proposals. A Proposal may not be altered by the Proposer after the deadline for submitting Proposals.

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**SECTION 5
GENERAL CONDITIONS**

The following general conditions will apply to this RFP and the County's procurement process.

5.1 QUALIFICATIONS OF PROPOSERS

- 5.1.1 The County reserves its right to inspect the Proposer's facilities, equipment, personnel, and organization at any reasonable time during normal business hours, after providing advance notice to the Proposer.
- 5.1.2 No Proposal will be accepted from, nor will any contract be awarded to, any Person who is in arrears to the County, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to County, or who is deemed not responsible or not reliable by the County.
- 5.1.3 The County reserves its right to conduct any investigation or take any other action it deems necessary to determine Proposer's ability to perform. As part of the County's evaluation process, the County may conduct a background investigation of the Proposer, including a record check by the Sheriff's Department. The submission of a Proposal constitutes the Proposer's acknowledgment of this process and consent to any such investigation.

5.2 PRICES BID

- 5.2.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 5.2.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 5.2.3 The Rates (prices) submitted by a Proposer shall include all permit fees, royalties, license fees, and other costs arising from or in any way involved with the work for the County.

5.3 TAXES

The County is exempt from all Federal Excise and Florida Sales Taxes on direct purchases of tangible property. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall a Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5.4 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.5 INDEPENDENT CONTRACTOR

The Contractor will be an independent contractor under the Agreement. Services provided by the Proposer shall be subject to supervision by the Contractor, and not the County. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under the Agreement shall be those of the Contractor.

5.6 CONFLICT OF INTEREST

The award of any contract under this RFP is subject to the provisions of Chapter 112, Florida Statutes. Section 112.313, Florida Statutes, prohibits contracts between the County and any County employees, officers, or advisory board members. Each Proposal must disclose the name of any officer, director, partner, proprietor, associate or agent of the Proposer that is also an officer or employee of the County or any of its agencies.

5.7 VENUE

Each Proposer waives any privilege of venue and agrees that any litigation between Proposer and the County in the state courts shall take place exclusively in Martin County, Florida and that any litigation between them in the federal courts shall take place exclusively in the U.S. District Court for the Southern District of Florida.

5.8 PROPOSALS

5.8.1 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile Proposals will not be accepted.

5.8.2 Only one (1) proposal from any person, individual, (firm, partnership, or corporation) under the same or different names, will be considered. Should it appear to the County that any Proposer is interested in more than one (1) Proposal for the work contemplated, all Proposals in which such Proposer is interested will be rejected.

5.8.3 All Proposals received from Proposers in response to this Request for Proposals will become the property of the County and will not be returned to the Proposers.

5.9 SMALL BUSINESS CONCERNS

It is the policy of the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. Each Proposer shall carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Each Proposer/Contractor also shall cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

5.10 IMMIGRATION REFORM ACT

The Selected Proposer will be required to monitor the performance of its employees on a periodic basis while they are assigned to the County's work. The Selected Proposer must comply with the

Immigration Reform and Control Act of 1986 (IRCA), which requires all individuals hired after November 6, 1986 to provide employers with proof of citizenship or authorization to work in the United States.

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**SECTION 6
REQUIRED FORMS AND INFORMATION**

This Section 6 of the RFP contains the forms that must be completed and submitted by each Proposer. The following forms shall be manually signed by a Person that is legally authorized to sign the Proposal on behalf of the Proposer:

- a. Proposer Information Form
- b. Certification of Accuracy and Cost Form
- c. Drug Free Workplace Form
- d. Certification Regarding Scrutinized Companies
- e. Public Entity Crimes

The Certification of Accuracy and Cost Form (Section 6.2) and the Public Entity Crimes Form (Section 6.7) must be signed in the presence of a notary and notarized.

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). 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.

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**SECTION 6.1
PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Proposer's Name: _____

Social Security/Federal Tax I.D. No.: _____

Name of Proposer's Representative: _____ Title: _____

Address: _____

County/State/Zip: _____

Phone: _____ Fax: _____

E-mail: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined the RFP, all related contract documents, and all of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, and to waive any irregularities in the proposals received as a result of the RFP. By submitting a proposal, Proposer agrees that no property interest or legal right of any kind shall be created until and unless a contract has been agreed to and signed by both parties.

Signature of Proposer's Authorized Representative

Date

Printed Name of Representative

SECTION 6.2
CERTIFICATION AND ACCURACY OF COST FORM

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

1. I, _____ [insert name of Proposer's officer], am duly authorized to execute and submit this Proposal on behalf of the Proposer, _____ [insert name of Proposer].
2. I am fully informed regarding the preparation and contents of the attached Proposal and all of the forms, affidavits, and documents submitted in support of such Proposal. All of the information contained in the forms, affidavits, and documents submitted in support of the attached Proposal is accurate and correct. No information that should have been included in such forms, affidavits, and documents has been omitted. No information in such forms, affidavits, or documents is false or misleading.
3. This Proposal is made without any connection to or common interest in the profits of any other Person making any other Proposal for the services required under the RFP. The Proposal is in all respects fair and without collusion or fraud.
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 RFP.
5. By signing and submitting this Proposal in response to the County's RFP (No. 2020-3179), the Proposer acknowledges and agrees that:
 - a. the Proposer has carefully read the RFP, including the "Exclusive Franchise Agreement" ("Agreement") and all of the addenda concerning this RFP;
 - 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, the Agreement, and the addenda;
 - d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Agreement;

**SECTION 6.2
CERTIFICATION OF ACCURACY AND COST FORM
(CONTINUED)**

- e. the Proposal is a binding offer that will remain in effect and be available to the County for one hundred eighty (180) days after its submission to the County;
- f. if selected by the Selection Committee, the Proposer shall execute the Agreement and provide the required parent corporation guarantee to the County within fourteen (14) days after receiving notice of the Selection Committee's decision or before the public meeting of the Board of County Commissioners where the Selection Committee's recommendation will be considered, whichever occurs later;
- g. if selected by the County, 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 in this Proposal; and
- h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this Proposal.

Dated this _____ day of _____, 2020.

Name of Proposer

Signature of President/Partner/Owner/Manager

Printed Name of President/Partner/Owner/Manager and Title

Signature of Secretary

Printed Name of Secretary

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.

SECTION 6.3
PROPOSED RATES

Each Proposer shall submit its Rates (prices) for providing the services identified in Tables 1 through 9, below. Each Proposer shall calculate the cost of disposing of the County's Solid Waste by using the Tipping Fees shown in the table below. In this Section 6.3, "BOW" or "Based on Weight" means that the cost of disposal is based on the actual weight of each Load, multiplied by the current disposal rate, plus the applicable Franchise Fee.

Garbage Disposal Rate (Tipping Fee)	\$60.00
C&D Disposal Rate	\$42.00
Bulky Waste Disposal Rate	\$42.00
Yard Waste Disposal Rate	\$26.00

Pursuant to Section 41 of the Agreement, the Contractor will be required to pay a Franchise Fee (5%) to the County to defray the County's administrative expenses under the Agreement. Accordingly, the Rates provided by each Proposer must be sufficient to pay the Franchise Fee, in addition to the Proposer's other costs and expenses.

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SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 1. CURBSIDE COLLECTION SERVICES FOR RESIDENTIAL DWELLINGS

Each Proposer shall submit its Rates for providing Collection Services at Curbside for Residential Dwellings:

Curbside Collection (cost per single family household per month):	Price
A. Collection of Garbage and Rubbish	\$
B. Collection of Yard Waste	\$
C. Collection of Bulky Waste	\$
D. Collection of Recyclable Materials	\$
E. Total Collection Cost (A+B+C+D)	\$

1. All of the Rates in Table 1 include the cost of collection, but not disposal. The Rates also include a Franchise Fee (5%).
2. In general, the County shall pay the Tipping fees and processing fees for the disposal and/or processing of the Solid Waste and Recyclable Materials collected at Curbside from Residential dwellings.
3. Residential Dwellings are single family homes, duplex units, and triplex units that are subject to the County's special assessments.

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SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 2. CURBSIDE COLLECTION AND DISPOSAL SERVICES FOR MULTI-FAMILY DWELLINGS THAT DO NOT USE MECHANICAL CONTAINERS

Each Proposer shall submit its Rates for providing Collection Services at Curbside for Multi-Family Dwellings that do not use Mechanical Containers:

Curbside Collection and Disposal (cost per Dwelling Unit per month):	Price
A. Collection of Garbage and Rubbish	\$
B. Disposal of Garbage and Rubbish	\$
C. Collection of Yard Waste	\$
D. Disposal of Yard Waste	\$
E. Collection of Bulky Waste	\$
F. Disposal of Bulky Waste	\$
G. Collection of Recyclable Materials	\$
Total Cost (A+B+C+D+E+F+G)	\$

1. All of the Rates in Table 2 include a Franchise Fee (5%).
2. The Contractor shall pay the Tipping Fees for the disposal of the Solid Waste collected at Curbside from Multi-Family Dwellings. Accordingly, the Rates in Table 2 for the Collection and disposal of Garbage and Rubbish, Yard Waste, and Bulky Waste, include the cost of disposing of such waste at the Designated Facility.
3. The County shall pay the fee for processing the Recyclable Materials collected at Curbside from Multi-Family Dwellings. Accordingly, the Rate in Table 2 for the Collection of Recyclable Materials does not include the fee for processing the Recyclable Materials at the Designated Facility.

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SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 3. COLLECTION AND DISPOSAL OF SOLID WASTE FROM MULTI-FAMILY DWELLINGS THAT USE MECHANICAL CONTAINERS

Each Proposer shall submit its Rates for the Collection and disposal of Solid Waste that is collected at Multi-Family Dwellings in Mechanical Containers. The Rates are paid per Mechanical Container per month.

Container Size		1X	2X	3X	4X	5X	6X	7X
2 Cubic Yards	Collection							
	Disposal							
	Total							
3 Cubic Yards	Collection							
	Disposal							
	Total							
4 Cubic Yards	Collection							
	Disposal							
	Total							
6 Cubic Yards	Collection							
	Disposal							
	Total							
8 Cubic Yards	Collection							
	Disposal							
	Total							

1. The Rates in Table 3 are paid per Mechanical Container per month.
2. The Rates include a Franchise Fee (5%).
3. Customers that live in Multi-Family Dwellings and receive Collection Service at Curbside shall pay the Rates in Table 2.

**SECTION 6.3
PROPOSED RATES (CONTINUED)**

TABLE 4. COLLECTION OF RECYCLABLE MATERIALS WITH RECYCLING CARTS FROM MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS

Each Proposer shall submit its Rates for collecting Recyclable Materials with Recycling Carts at Multi-Family Dwellings where Mechanical Containers are used to collect Solid Waste.

Type	Frequency	Cost Per Recycling Cart Per Month
Multi-Family	One Time each week	\$
Multi-Family	Two Times each week	\$
Multi-Family	Three Times each week	\$

1. The Rates in Table 4 include a Franchise Fee (5%).
2. The County will pay the cost of collecting, processing or disposing of the Recyclable Materials.

TABLE 5. COLLECTION OF RECYCLABLE MATERIALS WITH MECHANICAL CONTAINERS FROM MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS

Each Proposer shall submit its Rates for collecting Recyclable Materials with Mechanical Containers at Multi-Family Dwellings where Mechanical Containers are used to collect Solid Waste.

# Days Per Week	1X	2X	3X	4X
Cost per Mechanical Container per month	\$	\$	\$	\$

1. The Rates in Table 5 include a Franchise Fee (5%).
2. The County will pay the cost of collecting, processing or disposing of the Recyclable Materials.

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**SECTION 6.3
PROPOSED RATES (CONTINUED)**

TABLE 6. OPTIONAL SERVICES FOR MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS

Each Proposer shall submit its Rates for providing the following optional services for Multi-Family Dwellings that use Mechanical Containers for the Collection of Solid Waste.

Optional Services	Rate
1. Special Collections on Week Days (e.g., unscheduled collections)	\$ _____ per uncompacted yard
2. Rates for Collection of Compacted Waste	\$ _____ 2 cu. yd. per pickup
	\$ _____ 3 cu. yd. per pickup
	\$ _____ 4 cu. yd. per pickup
	\$ _____ 6 cu. yd. per pickup
	\$ _____ 8 cu. yd. per pickup

1. The Rates set forth in Table 6 include the cost of Collection and disposal at the County's Transfer Station.
2. The Rates include a Franchise Fee (5%).
3. The cost of disposal will be based on weight ("BOW")

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SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 7. INSPECTIONS OF RECYCLING CARTS

Each Proposer shall provide its Rates for inspecting the contents of the Recycling Carts used by Curbside Customers to determine whether the carts contain unacceptable amounts of Non-Conforming Material.

Optional Services	Rate
Inspection of 500 Carts per month	\$ Per month
Inspection of 1,000 Carts per month	\$ Per month
Inspection of 2,000 Carts per month	\$ Per month
Inspection of 4,000 Carts per month	\$ Per month

1. The Rates set forth in Table 7 include the cost of inspecting Recycling Carts pursuant to Section 16 of the Agreement and placing a Non-Collection Notice on each Recycling Cart that contains an unacceptable amount of Non-Conforming Material.
2. The Rates set forth above include a Franchise Fee (5%).
3. The Rates set forth above shall be paid as a lump sum, fixed amount (i.e., the Rates are not paid per cart or per Dwelling Unit).

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SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 8. COMMERCIAL RATES FOR FRONT-LOAD CONTAINERS

Each Proposer shall provide its Rates for the Collection and disposal of Solid Waste from Commercial Customers that use front-load Mechanical Containers.

Container Size		Frequency of Collection (per week)						
		1X	2X	3X	4X	5X	6X	7X
1 Cubic Yard	Collection							
	Disposal							
	Total							
2 Cubic Yards	Collection							
	Disposal							
	Total							
3 Cubic Yards	Collection							
	Disposal							
	Total							
4 Cubic Yards	Collection							
	Disposal							
	Total							
6 Cubic Yards	Collection							
	Disposal							
	Total							
8 Cubic Yards	Collection							
	Disposal							
	Total							

1. The Rates are based on the Collection and disposal of Solid Waste that has not been compacted.
2. The Rates are paid per month per container.
3. The Rates include a Franchise Fee (5%).

**SECTION 6.3
PROPOSED RATES (CONTINUED)**

TABLE 9. COMMERCIAL RATES FOR ROLL-OFF CONTAINERS

Each Proposer shall provide its Rates for the Collection of Solid Waste from Commercial Customers that use Roll-Off Containers. The Rates shall be provided for two different options: (1) Roll-Off Containers only; and (2) Roll-Off Containers that have Compactors.

Price Per Pull	
10 Yard Container	
Collection Rate (no compactor)	
Collection Rate with compactor	
Disposal Charge	BOW
15 Yard Container	
Collection Rate (no compactor)	
Collection Rate with compactor	
Disposal Charge	BOW
20 Yard Container	
Collection Rate (no compactor)	
Collection Rate with compactor	
Disposal Charge	BOW
30 Yard Container	
Collection Rate (no compactor)	
Collection Rate with compactor	
Disposal Charge	BOW
40 Yard Container	
Collection Rate (no compactor)	
Collection Rate with compactor	
Disposal Charge	BOW

1. The Rates set forth in Table 9 include the cost of transporting the Solid Waste to the County’s Transfer Station. The Rates also include a Franchise Fee (5%).
2. The Rates in Table 9 are paid each time the Roll-Off Container is picked up and emptied.
3. In Table 9, the Disposal Charge shall be based on the weight of the materials delivered to the disposal facility. “BOW” means Based on Weight.

SECTION 6.3
PROPOSED RATES (CONTINUED)

TABLE 10. COMMERCIAL RATES FOR SOLID WASTE COLLECTED IN GARBAGE CARTS.

Each Proposer shall provide its Rates (per month) for the Collection of Solid Waste in Garbage Carts used by Commercial Customers.

		Frequency of Collection (per week)						
		1X	2X	3X	4X	5X	6X	7X
Garbage Cart	Collection							
	Disposal							
	Total							

1. The Rates in Table 10 are paid per Garbage Cart per month.
2. The Rates include the cost of disposal and a Franchise Fee (5%).

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**SECTION 6.4
REFERENCES FORM (QUALIFICATIONS AND EXPERIENCE)**

The Proposer shall use this form to identify each of the references that the Proposer wishes to use to satisfy the requirements in Section 2.11 (“Minimum Qualifications for Proposers”) and Section 4.3 (Chapter 4) of this RFP. A separate copy of this form should be completed and submitted for each reference. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its Proposal, but the Proposer should not use this Form 6.4 to identify more than five (5) references.

1. Name of Proposer: _____

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

3. Reference’s Address: _____

Street

City

State

Zip Code

4. Principal Contact Person for the Reference: _____

5. Phone Number for Contact Person: _____

6. E-mail Address (if available) for Contact Person: _____

7. Year that the contract started with the Reference: _____

8. Year that the contract ended with the Reference: _____

TYPES OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under 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 with Carts				
<input type="checkbox"/>	Curbside Recyclables with Bins				
<input type="checkbox"/>	Curbside Bulky Waste				
<input type="checkbox"/>	Curbside Yard Waste				
<input type="checkbox"/>	Garbage in Mechanical Containers (Multi-Family Dwellings)				
<input type="checkbox"/>	Recyclables for Multi-Family Dwellings				

**SECTION 6.4
REFERENCES FORM (CONTINUED)**

TYPE OF COMMERCIAL COLLECTION SERVICE PROVIDED

- 9. Number of Commercial Customers for Garbage Collection _____
- 10. Total number of Commercial Customers _____
- 11. Roll-Off Containers provided for Construction and Demolition Waste YES NO
Annual amount (cubic yards) collected _____
- 12. Commercial Collection of Recyclable Materials provided YES NO
Total number of Commercial Customers receiving Collection Services for Recyclable Materials

- 13. Identify and describe each instance where liquidated damages or other performance related fines, penalties, liquidated damages, or other costs were assessed against the Proposer in an amount greater than \$10,000. _____
- 14. Additional Comments:

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**SECTION 6.5
DRUG-FREE WORKPLACE CERTIFICATION**

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 contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 this statement, I certify that this firm complies fully with the above requirements.

Signature of Proposer's Representative

Date

**SECTION 6.6
CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Proposer Name: _____

Proposer FEIN: _____

_____/_____
Proposer's Authorized Representative Name Title

Address: _____

County: _____ State: _____ Zip: _____

Telephone Number: _____

E-mail Address: _____

Proposer acknowledges that Section 287.135, Florida Statutes, prohibits the County from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of \$1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Proposer, I hereby certify that the Proposer is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Proposer is not engaged in business operations in Cuba or Syria. On behalf of Proposer, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Proposer to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the County may terminate an agreement if the County determines that the Proposer submitted a false certification.

*Signature of Authorized Representative

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

SECTION 6.7
SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA
STATUTES CHAPTER 287.133(3)(a).

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 2020-3179 for Collection of Solid Waste and Recyclable Materials.
2. This sworn statement is submitted by _____ (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: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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.
5. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

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Signature of Authorized Representative

Name of Authorized Representative

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**SECTION 6.8
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and

(Name of Proposer)

_____, as Surety, are

(Name of Surety)

hereby held and firmly bound unto Martin County, Florida, as Obligee, in the sum of Fifty Thousand Dollars (\$50,000.00) as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the County a certain Proposal, which is attached hereto and made a part hereof, to enter into an Agreement in writing, pursuant to the County's Request for Proposals (RFP No. 2020-3179) for the Collection of Solid Waste and Recyclable Materials.

NOW THEREFORE,

- a. If said Proposal shall be rejected or withdrawn as provided in the RFP attached hereto or, in the alternative,
- b. If said Proposal shall be accepted and the Principal shall execute the Agreement and timely deliver the specified parent corporation guarantee for the faithful performance of the Agreement, and otherwise fully comply with the requirements in the RFP, then this obligation shall be void; otherwise it 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 in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 2020.

PRINCIPAL:

By: _____
Signature (Seal)

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY:

By: _____
Signature (Seal)

Name: _____

Title: _____

Address: _____

WITNESS:

Sealed and delivered in the presence of:

**SECTION 6.9
PROPOSAL CHECKLIST**

Each Proposer must confirm that it has attached all of the documents listed in this checklist. The documents are to be executed, notarized (if applicable), and submitted as a part of each Proposal.

CHECK LIST

FORMS ATTACHED

Proposer Information	Yes_____	No_____
Certification of Accuracy and Cost Form	Yes_____	No_____
Proposed Rates	Yes_____	No_____
References Form	Yes_____	No_____
Drug-Free Workplace Certification	Yes_____	No_____
Certification Regarding Scrutinized Companies	Yes_____	No_____
Public Entity Crimes	Yes_____	No_____
Bid Bond	Yes_____	No_____

SECTION 7 BACKGROUND INFORMATION

This section of the RFP contains background information concerning the County and its customers.

7.1 LOCATIONS OF SINGLE FAMILY DWELLING UNITS IN MARTIN COUNTY

The locations of the Single Family Dwelling Units in Martin County, Florida, can be obtained from the office of the County's Property Appraiser, which is located at 1111 S.E. Federal Highway, Suite 330, Stuart, Florida 34994. The location of the Single Family Dwelling Units in the County also can be obtained from the following webpage: www.pa.martin.fl.us.

7.2 LOCATION AND SERVICE SUMMARIES FOR MULTI-FAMILY DWELLINGS, COMMERCIAL CUSTOMERS, COUNTY FACILITIES, AND BACKDOOR SERVICES

The County's current franchisee has submitted information to the County concerning the services that are provided under the County's existing franchise agreement. This information has been posted to the following webpage: www.demandstar.com. Among other things, this webpage identifies the locations of, and level of service provided to: (a) Multi-Family Dwellings in the County; (b) Commercial Customers; and (c) the County facilities where the Contractor will be required to provide Collection Services. The webpage also identifies the locations of the Residential Customers that receive Backdoor Service. Please note that the County has not attempted to independently verify the information provided by its franchisee.

7.3 SOLID WASTE DISPOSAL

The County has compiled records concerning the quantity of solid waste and recyclable material that has delivered to its Transfer Station in the past. These records have been posted to the following website: www.demandstar.com

**SECTION 8
SOLID WASTE FRANCHISE AGREEMENT**

DRAFT – 11/7/2019

Solid Waste Franchise Agreement
between
Martin County, Florida
and
XYZ, Inc.

Solid Waste Franchise Agreement

Table of Contents

SECTION 1:	DEFINITIONS	2
SECTION 2:	CONTRACTOR’S EXCLUSIVE FRANCHISE	11
2.1	EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR.....	11
2.2	LIMITATIONS ON THE EXCLUSIVE FRANCHISE	11
2.3	ENFORCEMENT OF THE EXCLUSIVE FRANCHISE.....	12
2.4	NON-EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR.....	12
SECTION 3:	TERM OF THIS AGREEMENT	12
SECTION 4:	THE SERVICE AREA	12
4.1	DESCRIPTION OF THE SERVICE AREA	12
4.2	ADJUSTMENTS TO THE SERVICE AREA	12
SECTION 5:	CONTRACTOR’S OBLIGATIONS PRIOR TO COMMENCEMENT DATE	13
5.1	CONTRACTOR’S TRANSITION PLAN	13
5.2	DEADLINES FOR THE CONTRACTOR’S TRANSITION PLANNING.....	13
5.3	THE CONTRACTOR’S INITIAL SERVICES.....	16
SECTION 6:	GENERAL SCOPE OF CONTRACTOR’S DUTIES AFTER COMMENCEMENT DATE.....	16
SECTION 7:	CONTRACTOR’S SPECIFIC COLLECTION SERVICES	17
7.1	GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE.....	17
7.2	RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR GARBAGE AND RUBBISH	17
7.3	RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS	18
7.4	RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULKY WASTE.....	18
7.5	RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE.....	18
7.6	VALET SERVICES FOR RESIDENTIAL AND MULTI-FAMILY CUSTOMERS.	19
7.7	BACK DOOR SERVICE FOR CURBSIDE CUSTOMERS	19
7.8	COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS	20
7.9	COMMERCIAL COLLECTION SERVICES	21
7.10	SPECIAL COLLECTION SERVICES	22
7.11	COLLECTION SERVICES FOR THE COUNTY	22
SECTION 8:	HOURS AND DAYS OF CONTRACTOR’S COLLECTION SERVICES.....	22
SECTION 9:	SCHEDULES AND ROUTES FOR COLLECTION SERVICE	23
9.1	SCHEDULES AND ROUTES	23
9.2	SCHEDULES FOR TWICE WEEKLY SERVICE	23

SECTION 10: CHANGES TO COLLECTION SCHEDULE AND ROUTES	23
10.1 NO CHANGES WITHOUT DIRECTOR’S APPROVAL	23
10.2 HOLIDAY SCHEDULES	23
10.3 PUBLIC NOTICE OF CHANGES	24
10.4 NOTICE OF TEMPORARY DELAYS	24
10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES	24
SECTION 11: DIRECTOR’S AUTHORITY TO CHANGE COLLECTION SERVICE.....	24
SECTION 12: THE CUSTOMER LIST.....	25
SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR	26
SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS	26
SECTION 15: NON-COLLECTION PROCEDURES FOR SOLID WASTE AND PROGRAM MATERIALS	27
SECTION 17: PROCEDURES FOR MISSED COLLECTIONS	30
SECTION 18: PROTECTION OF PRIVATE AND PUBLIC PROPERTY	30
SECTION 19: CONTRACTOR’S ACCESS TO STREETS AND COLLECTION CONTAINERS	31
SECTION 20: THE COUNTY'S DESIGNATED FACILITIES	32
SECTION 21: SPILLAGE AND LITTER BY CONTRACTOR	33
SECTION 22: EXEMPT WASTES AND RECOVERED MATERIALS	34
SECTION 23: THE CONTRACTOR’S SAFETY PROGRAM.....	35
SECTION 24: THE CONTRACTOR’S COLLECTION PLAN.....	35
SECTION 25: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS.....	36
SECTION 26: COMPACTION OF RECYCLABLE MATERIALS	37
SECTION 27: SET OUT PROCEDURES FOR CUSTOMERS	37
27.1 GENERAL PROCEDURES FOR ALL CUSTOMERS	37
27.2 SPECIFIC PROCEDURES FOR CURBSIDE CUSTOMERS	38
27.3 SPECIFIC PROCEDURES FOR MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS	39
27.4 PROCEDURES FOR COMMERCIAL CUSTOMERS.....	40
SECTION 28: COLLECTION CONTAINERS.....	40
28.1 PURCHASE AND OWNERSHIP OF CONTAINERS	40
28.2 MAINTENANCE AND REPAIR OF CONTAINERS	42
28.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS	43
28.4 EXCHANGE OF CARTS AND CONTAINERS.....	44
28.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS	44
SECTION 29: CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT	45
29.1 GENERAL REQUIREMENTS FOR CONTRACTOR’S VEHICLES AND COLLECTION EQUIPMENT.....	45
29.2 DEDICATED FLEET FOR COUNTY	46
29.3 AGE OF CONTRACTOR’S COLLECTION VEHICLES	46

29.4	ANCILLARY EQUIPMENT IN CONTRACTOR’S VEHICLES	47
29.5	RESERVE VEHICLES AND EQUIPMENT.....	47
29.6	MAINTENANCE AND CLEANING	47
29.7	IDENTIFICATION OF CONTRACTOR’S VEHICLES AND EQUIPMENT	48
29.8	COMPLIANCE WITH THE LAWS APPLICABLE TO VEHICLES	49
29.9	COUNTY’S RIGHT TO INSPECT CONTRACTOR’S VEHICLES AND EQUIPMENT	49
29.10	LOCAL STORAGE AND REPAIR OF CONTRACTOR’S VEHICLES	49
SECTION 30: CONTRACTOR’S PERSONNEL.....		50
30.1	GENERAL REQUIREMENTS	50
30.2	DIVISION MANAGER	50
30.3	FIELD SUPERVISOR.....	50
30.4	EMPLOYEE CONDUCT.....	50
30.5	EMPLOYEE IDENTIFICATION	50
30.6	ATTIRE FOR EMPLOYEES	51
30.7	REMOVAL OF EMPLOYEES	51
30.8	EMPLOYEE TRAINING AND LICENSES.....	51
30.9	CONTRACTOR’S COMPLIANCE WITH LABOR LAWS.....	51
30.10	LEGAL STATUS OF CONTRACTOR’S EMPLOYEES	51
30.11	SUBCONTRACTORS AND TEMPORARY LABOR.....	51
30.12	DRUG-FREE WORKPLACE	52
SECTION 31: CONTRACTOR’S LOCAL OFFICE.....		52
SECTION 32: CUSTOMER RELATIONS.....		53
32.1	HANDLING CUSTOMER COMPLAINTS AND REQUESTS	53
32.2	DISPUTE RESOLUTION PROCESS FOR CUSTOMERS	54
SECTION 33: CONTRACTOR’S RELATIONSHIP WITH THE COUNTY.....		55
33.1	AVAILABILITY OF CONTRACTOR’S REPRESENTATIVES	55
33.2	DIRECTOR’S REVIEW OF CONTRACTOR’S PERFORMANCE	55
33.3	COUNTY’S RIGHT TO INSPECT CONTRACTOR’S OPERATIONS	55
33.4	COUNTY’S RIGHT TO APPROVE	55
33.5	THE COUNTY’S RIGHT TO REQUIRE PERFORMANCE	55
SECTION 34: CONTRACTS FOR COMMERCIAL COLLECTION SERVICE AND MULTI-FAMILY DWELLINGS.....		56
34.1	CONTRACTS FOR COMMERCIAL COLLECTION SERVICE	56
34.2	DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE.....	57
34.3	ADVANCE PAYMENTS FOR NEW CUSTOMERS.....	57
34.4	INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER.....	57
34.5	TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER	57 ⁵⁸
34.6	RECYCLING AND WASTE AUDITS FOR COMMERCIAL CUSTOMERS	58
34.7	REQUIREMENTS FOR MULTI-FAMILY DWELLINGS	58
SECTION 35: RECORD KEEPING AND REPORTING.....		58
35.1	GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS... 58 ⁵⁹	
35.2	SPECIFIC RECORD KEEPING REQUIREMENTS	59
35.3	MONTHLY REPORTS	61
35.4	ANNUAL REPORTS	61

35.5	ACCIDENT REPORTS.....	62
35.6	COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS.....	62
35.7	PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS.....	62
SECTION 36: PUBLIC NOTICES		64
36.1	NOTICE FOR COMMENCEMENT OF SERVICE.....	64
36.2	ANNUAL NOTICE TO CUSTOMERS.....	65
36.3	NOTICES FOR NEW RESIDENTIAL AND MULTI-FAMILY CUSTOMERS	65
36.4	NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES	65
36.5	NOTICES FOR HOLIDAYS	65
SECTION 37: CONTRACTOR'S SERVICES FOR THE COUNTY		65
37.1	GENERAL REQUIREMENTS	65
37.2	COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT COUNTY FACILITIES	66
37.3	COLLECTION SERVICE FOR LITTER AND ILLEGAL DUMPING	66
37.4	EDUCATIONAL ACTIVITIES	67
37.5	PUBLIC DROP-OFF LOCATIONS FOR RECYCLABLE MATERIALS.....	67
37.6	COLLECTION SERVICES FOR COMMUNITY EVENTS	67
37.7	CHARGES FOR EXTRA COLLECTION SERVICES.....	67
SECTION 38: CONTRACTOR'S EMERGENCY SERVICES.....		68
38.1	COLLECTION OF GARBAGE AFTER A DISASTER	68
38.2	EMERGENCY VARIANCES IN ROUTES AND SCHEDULES	68
38.3	COLLECTION OF DISASTER DEBRIS	68
38.4	CONTRACTOR'S CONTINGENCY PLAN	69
38.5	COUNTY'S EMERGENCY MANAGEMENT MEETINGS	69
SECTION 39: RATES FOR CONTRACTOR'S SERVICES		69
39.1	UNIFORM RATES FOR ALL COLLECTION SERVICES	69
39.2	RATES FOR SPECIAL COLLECTION SERVICES	70
39.3	RATES FOR RECYCLING BY COMMERCIAL CUSTOMERS.....	70
39.4	CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES	70
39.5	RATE ADJUSTMENTS FOR DISPOSAL COSTS	71
39.6	RATE ADJUSTMENTS FOR CHANGES IN LAW	72
39.7	EXTRAORDINARY RATE ADJUSTMENTS	73
39.8	RATES FOR DISASTER DEBRIS.....	7374
39.9	RATE ADJUSTMENTS FOR FRANCHISE FEES	7374
39.10	RATES FOR RENTAL OF COLLECTION CONTAINERS.....	74
SECTION 40: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES		74
40.1	GENERAL PAYMENT PROVISIONS	74
40.2	PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR	7475
40.3	BILLING AND PAYMENT PROCEDURES.....	75
40.4	COLLECTION OF DELINQUENT PAYMENTS FROM CUSTOMERS	76
40.5	CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION	76
40.6	COUNTY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO COUNTY FACILITIES	76

40.7	COUNTY’S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR	76
40.8	LIMITATIONS ON CONTRACTOR’S RIGHT TO PAYMENT FROM COUNTY	76
40.9	PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS	76
40.10	PAYMENTS FOR SPECIAL COLLECTION SERVICES	<u>7677</u>
SECTION 41: PAYMENTS TO THE COUNTY.....		77
41.1	FRANCHISE FEES	77
41.3	OTHER PAYMENTS.....	78
SECTION 42: RECYCLING REVENUES FOR COUNTY.....		78
SECTION 43: PAYMENT OF TIPPING FEES AND PROCESSING FEES.....		78
SECTION 44: VERIFICATION OF PAYMENT AMOUNTS		79
SECTION 45: ADMINISTRATIVE CHARGES.....		79
45.1	BASIS FOR ADMINISTRATIVE CHARGES.....	79
45.2	PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES	79
45.3	ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE	80
45.4	ADMINISTRATIVE CHARGES AFTER COMMENCEMENT DATE	<u>8081</u>
SECTION 46: PAYMENTS WITHHELD FROM CONTRACTOR		84
SECTION 47: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS.....		85
SECTION 48: BREACH AND TERMINATION OF AGREEMENT.....		85
48.1	TERMINATION BY EITHER PARTY FOR CAUSE	<u>8586</u>
48.2	HABITUAL VIOLATIONS	87
48.3	INTERIM OPERATIONS	<u>8788</u>
48.4	EFFECT OF TERMINATION	88
SECTION 49: OPERATIONS DURING DISPUTE.....		88
SECTION 50: DISPUTE RESOLUTION PROCESS		88
SECTION 51: CONTRACTOR’S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT		89
51.1	CONTINUATION OF CONTRACTOR’S SERVICE.....	<u>8990</u>
51.2	SALE OR LEASE OF CONTRACTOR’S MECHANICAL CONTAINERS	90
51.3	SCHEDULE FOR TERMINATION OF CONTRACTOR’S SERVICE	90
51.4	COUNTY’S RIGHT TO PROCURE NEW SERVICES	90
SECTION 52: LIABILITY AND DAMAGES		90
52.1	LIABILITY.....	<u>9091</u>
52.2	CONTRIBUTION	91
52.3	DAMAGES.....	91
52.4	NO PERSONAL LIABILITY	91
SECTION 54: CONTRACTOR’S INSURANCE		92
54.1	COMMERCIAL GENERAL LIABILITY	92
54.2	BUSINESS AUTOMOBILE LIABILITY	92
54.3	POLLUTION REMEDIATION AND LEGAL LIABILITY	92
54.4	UMBRELLA OR EXCESS LIABILITY	92

54.5	WORKER’S COMPENSATION INSURANCE & EMPLOYERS LIABILITY	9293
54.6	ADDITIONAL INSURED ENDORSEMENTS	93
54.7	WAIVER OF SUBROGATION	93
54.8	CERTIFICATE(S) OF INSURANCE	93
54.9	DEDUCTIBLES AND SELF-INSURED RETENTIONS	94
54.10	MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES	94
54.11	RIGHT TO REVISE OR REJECT	94
54.12	OTHER INSURANCE REQUIREMENTS	94
SECTION 55: PERFORMANCE BOND		9495
SECTION 56: PARENT CORPORATION GUARANTEE		95
SECTION 57: ASSIGNMENT OF AGREEMENT		95
SECTION 58: TRANSFER OF AGREEMENT		96
SECTION 59: SUBSEQUENT COUNTY ORDINANCES.....		96
SECTION 60: AMENDMENTS TO THE AGREEMENT		96
60.1	GENERAL REQUIREMENTS	9697
60.2	COUNTY’S POWER TO AMEND AGREEMENT	97
60.3	AMENDMENTS DUE TO CHANGES IN LAW	97
SECTION 61: WAIVER OF RIGHTS		97
SECTION 62: WAIVER OF FLOW CONTROL CLAIMS.....		97
SECTION 63: GOVERNING LAW, VENUE AND ATTORNEYS FEES		98
SECTION 64: COMPLIANCE WITH LAWS AND REGULATIONS.....		98
SECTION 65: PERMITS AND LICENSES.....		98
SECTION 66: EQUAL OPPORTUNITY EMPLOYMENT		98
SECTION 67: AGREEMENT DOCUMENTS		98
SECTION 68: ALL PRIOR AGREEMENTS SUPERSEDED.....		99
SECTION 69: HEADINGS		99
SECTION 70: CONSTRUCTION OF AGREEMENT		99
SECTION 71: SURVIVABILITY		99100
SECTION 72: SEVERABILITY		100
SECTION 73: FAIR DEALING.....		100
SECTION 74: SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE COUNTY.....		100
SECTION 75: REMEDIES NOT EXCLUSIVE		100
SECTION 76: NOTICES TO PARTIES		100101
SECTION 77: NO THIRD PARTY BENEFICIARIES		101
SECTION 78: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES.....		101

EXHIBITS

- EXHIBIT 1 GENERAL MAP OF SERVICE AREA
- EXHIBIT 2 RATES FOR RESIDENTIAL AND MULTI-FAMILY COLLECTION SERVICES
- EXHIBIT 3 RATES FOR COMMERCIAL COLLECTION SERVICES
- EXHIBIT 4 RATES FOR SPECIAL COLLECTION SERVICES
- EXHIBIT 5 PARENT CORPORATION GUARANTEE
- EXHIBIT 6 PERFORMANCE BOND
- EXHIBIT 7 LIST OF PROGRAM MATERIALS
- EXHIBIT 8 SPECIFICATIONS FOR RECYCLING CARTS
- EXHIBIT 9 SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS
- EXHIBIT 10 LIST OF COUNTY PROPERTIES RECEIVING COLLECTION SERVICE

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between Martin County, Florida (“County”), a political subdivision of the State of Florida, and XYZ, Inc. (“Contractor”), a _____ corporation that is authorized to do business in Florida.

RECITALS

WHEREAS, the County issued a Request for Proposals (“RFP”) for the Collection of certain types of Solid Waste and Recyclable Materials generated in the County; and

WHEREAS, the Contractor and _____ other companies submitted proposals in response to the County’s RFP (RFP No. 2020-3179); and

WHEREAS, the Board of County Commissioners of Martin County (“Board”) concluded that the Contractor submitted the best proposal in response to the County’s RFP and then the Board awarded an exclusive franchise to the Contractor for the collection of Solid Waste generated in the County; and

WHEREAS, the County wishes to use and the Contractor wishes to provide the Contractor’s services for the Collection of Solid Waste, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that granting a 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 Board finds that the franchise granted herein properly balances (a) the Board’s desire to provide excellent, environmentally-sound Collection Services to the County’s residents and businesses, and (b) the Board’s desire to minimize and reasonably allocate 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 County and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

1.1 Administrator means the County Administrator (i.e., the County's chief executive officer) or the Administrator's designee(s).

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

1.3 Agreement means this Solid Waste Franchise Agreement between the County and the Contractor.

1.4 Applicable Law means 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 relate in any manner to the performance of the County or Contractor under this Agreement.

1.5 Automated Collection Service means the Collection of Garbage and Rubbish in a Garbage Cart and the Collection of Source Separated Recyclable Materials in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

1.6 Back Door Service means the Collection of Garbage, Rubbish, and Source Separated Recyclable Materials from a Curbside Customer's back yard, side yard, or other location that is not Curbside.

1.7 Biomedical Waste means any solid or liquid waste that 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 that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

1.8 Board means the Board of County Commissioners of Martin County, Florida.

1.9 Bulky Waste means a large discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Can because of its size, shape or weight. Bulky Waste includes furniture, fixtures, ladders, bicycles, White Goods, mattresses, and large pieces of carpet. Bulky Waste does not include Land Clearing Debris or Exempt Waste.

1.10 Certificate of Occupancy means 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 means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or County's 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 means the process of picking up the Solid Waste and Source Separated Recyclable Materials that are Set Out by a Customer and then transporting and delivering the Solid Waste and Source Separated Recyclable Materials to a Designated Facility.

1.13 Collection Containers means Garbage Cans, Garbage Carts, Recycling Containers, and Mechanical Containers.

1.14 Collection Plan means the Contractor's written plan for providing Collection Services in compliance with the requirements in this Agreement, as described in Section 24, below.

1.15 Collection Service means one or more of the services provided by the Contractor for the Collection of Solid Waste and Source Separated Recyclable Materials pursuant to this Agreement. Collection Service includes: Residential Collection Service; Multi-Family Collection Service; Commercial Collection Service; Special Collection Service; and Collection Service provided to the County's facilities.

1.16 Commencement Date means October 1, 2020, which is the date when the Contractor shall begin providing Collection Services in the County pursuant to this Agreement.

1.17 Commercial Collection Service means the Collection of Commercial Waste. It also includes the Collection of Source Separated Recyclable Materials from a Commercial Customer, if such service is requested by the Commercial Customer.

1.18 Commercial Customer means a Customer that receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.

1.19 Commercial Lawn Care Company means a Person that provides lawn and garden maintenance services or landscaping services for remuneration.

1.20 Commercial Property means any parcel of real property in the Service Area that is not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, service stations, and recreational vehicle parks; (b) institutional purposes, such as government offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property also shall be deemed to include Industrial Property, vacant land that is not classified as Improved Property, and commercially zoned property that is used primarily for residential purposes.

1.21 Commercial Trailer Park means an area of Improved Property where the land is divided into spaces that are used for the placement and maintenance of Mobile Homes or trailers, but the individual spaces are not individually owned.

1.22 Commercial Waste means Garbage and Rubbish generated on Commercial Property. Commercial Waste does not include Bulky Waste or Yard Waste.

1.23 Community Events means parades, festivals, and other civic events that are sponsored or supported by the County and designated by the Director pursuant to Section 37.6, below.

1.24 Compactor means a stationary or mobile mechanism that compresses Solid Waste in a Mechanical Container and achieves a minimum compaction ratio of 2.5 to 1.

1.25 Construction and Demolition Waste shall have the meaning set forth in Section 403.703(6), Florida Statutes, for construction and demolition debris, except that Construction and Demolition Waste does not

include Land Clearing Debris. In general, Construction and Demolition Waste means 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.

1.26 Consumer Price Index or CPI means the “Consumer Price Index - All items in the U.S. City Average, All Urban Consumers, not seasonally adjusted, Base Period 1982 – 84 = 100 (Series ID CUUR0000SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.27 Contingency Plan means the Contractor’s plan for avoiding an interruption in Collection Service in the event that an emergency or other situation upsets the Contractor’s normal operations (e.g., renders the Contractor’s operations yard or equipment unusable or prevents the Contractor’s drivers from reporting for work).

1.28 Contractor means XYZ, Inc.

1.29 County means, depending on the context, either (a) the unincorporated area contained within the boundaries of Martin County, Florida, or (b) the government of Martin County, acting through the Board or its designees.

1.30 County Indemnified Party means the County, including its officers, Board members, agents, volunteers, and employees, while acting within the course and scope of their office or employment.

1.31 Curbside means 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 means a location that is adjacent to a roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

1.32 Curbside Customer means a Customer that receives Collection Service at Curbside for (a) a Residential Dwelling or (b) a Multi-Family Dwelling. A Curbside Customer is either a Residential Customer or a Multi-Family Customer, depending upon their place of residence.

1.33 Customer means a Person (other than the County) that uses or is entitled to use one or more of the Contractor’s Collection Services under this Agreement. A Customer is either a Residential Customer, a Multi-Family Customer, or a Commercial Customer.

1.34 Customer List means the County’s list of the Residential Property in the Service Area where the Contractor shall provide Residential Collection Service.

1.35 Designated Facility means a facility designated by the County for the Recycling or disposal of the Solid Waste and other materials collected pursuant to this Agreement.

1.36 Director means the Director of the County’s Utilities and Solid Waste Department or the Director’s designee(s).

1.37 Disaster Debris means debris that is produced or generated by a natural or human event, which is declared a disaster by the federal government or the County. Disaster Debris includes Yard Waste, Construction and Demolition Waste, and Bulky Waste that is generated by such disaster.

1.38 Disaster Debris Contract means the County's contract(s) for the removal, hauling, processing, disposal, and/or Recycling of Disaster Debris.

1.39 Division Manager means the senior employee that has been designated by the Contractor to serve as the Contractor's primary representative when dealing with the County on matters involving this Agreement.

1.40 Dwelling Unit means 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.

1.41 Effective Date means the date when this Agreement is signed and duly executed by the Board's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

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

1.43 Exempt Waste means materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.44 Field Supervisor means the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the County.

1.45 First Operating Year means the period from the Commencement Date through and including September 30, 2021, unless this Agreement is terminated earlier.

1.46 Force Majeure means the following events or circumstances, but only to the extent that they delay or preclude the County or Contractor from performing any of its obligations (other than payment obligations) under this Agreement: (a) an act of God, tornado, hurricane, flood, lightning, 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 a Party's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the County or Contractor; (e) a Change in Law; and (f) any act, event, or condition, that is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.44 (a) through (e).

1.47 Franchise Fee means a fee paid by the Contractor for (a) the exclusive right to provide Collection Services in the County and (b) the other rights and benefits provided to the Contractor under this Agreement.

1.48 Garbage means 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.

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

1.50 Garbage Cart means a Garbage container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting

hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.51 Gross Revenues means all of the fees, charges, and costs that are collected by the Contractor from any Person based on, arising from, attributable to, or in any way derived from the services the Contractor provides pursuant to this Agreement. Gross Revenues include but are not limited to the fees that are received by the Contractor from Customers for the Collection of Solid Waste and Source Separated Recyclable Materials, the use of the Contractor's Mechanical Containers, Special Collection Services, and Tipping Fees. However, Gross Revenues do not include any sum that is collected by the Contractor to pay Franchise Fees.

1.52 Hazardous Material means a 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 Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

1.53 Holiday means a day when the Contractor does not need to provide Collection Service to Residential Customers. The only Holidays are New Years Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25), unless the Director and the Division Manager mutually agree to designate additional days as Holidays.

1.54 Improved Property means any cleared, graded, or drained property in the County 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. Improved Property includes recreational vehicle park lots contained within areas designated as Mobile Home parks by the Health Department.

1.55 Indemnified Loss means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes: (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from 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 of or damage or destruction to property, natural resources, or the environment; (e) any claim resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; and (f) 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, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

1.56 Industrial Property means real property, not classified as Residential Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying materials for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities.

1.57 Interest means a payment by the County or the Contractor for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

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

1.59 Legitimate Complaint means any complaint by a Customer or the County in a case where one or more of the applicable requirements in this Agreement were not satisfied by the Contractor.

1.60 Load means the Solid Waste and other cargo that is transported in one of the Contractor's vehicles.

1.61 Mechanical Container means 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. However, Garbage Carts and Recycling Carts are not Mechanical Containers.

1.62 Missed Collection means 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.

1.63 Mobile Home means manufactured homes, trailers, campers and recreational vehicles.

1.64 Multi-Family Dwelling means a building with four (4) or more Dwelling Units located under one roof. Multi-Family Dwellings include apartments, condominiums, Townhouses, mixed-use buildings, and other buildings that contain four (4) or more Dwelling Units. A Multi-Family Dwelling also includes Mobile Homes and modular homes located in a Commercial Trailer Park, as well as a combination of Single-Family and Multi-Family Dwellings when such combination is governed by covenants that bind the Dwelling Units to the types of mutual obligations that are typically enforced through a home owners' or property owners' association.

1.65 Multi-Family Customer means a Customer that receives Collection Service at a Multi-Family Dwelling. A Multi-Family Customer is (a) a Curbside Customer if they receive Collection Service at Curbside or (b) a Multi-Family Mechanical Container Customer if they receive Collection Service with a Mechanical Container.

1.66 Multi-Family Mechanical Container Customer means a Multi-Family Customer that receives Collection Service with a Mechanical Container.

1.67 Multi-Family Property means any parcel of real property in the Service Area where a Multi-Family Dwelling is located.

1.68 New Customer means a Person that begins to receive or becomes entitled to receive Collection Service from the Contractor on or after the Commencement Date.

1.69 Non-Collection Notice means 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.

1.70 Non-Conforming Material means any material that is Set Out for Collection in a Recycling Container, but is not a Program Material.

1.71 Operating Day means a calendar day when the Contractor shall provide its Collection Services to Residential Customers. More specifically, an Operating Day means Monday through Friday, except Holidays, from the Commencement Date until this Agreement expires or terminates.

1.72 Operating Month means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the first Operating Month shall begin on the Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.

1.73 Operating Year means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year begins and ends in the manner defined in Section 1.43, above, and the last Operating Year ends on the day when this Agreement expires or terminates.

1.74 Ordinances means the County's Code of Ordinances and any amendments thereto.

1.75 OSHA means the Occupational Safety and Health Act and all implementing regulations.

1.76 Party means, depending on the context, either the County or the Contractor.

1.77 Parties means the County and the Contractor.

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

1.79 Person means: 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.

1.80 Plastic Bag means a heavy-duty plastic or biodegradable bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Solid Waste.

1.81 Premises means Improved Property.

1.82 Program Materials means Source Separated Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. The Program Materials are identified in Exhibit 7.

1.83 Radioactive Waste means 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.

1.84 Rates means the fees and charges approved by the County for the Contractor's Collection Services.

1.85 Recovered Materials 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. A Recovered Material does 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, a mixed Load of Construction and Demolition Waste is not a Recovered Material.

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

1.87 Recycling means 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.

1.88 Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Source Separated Recyclable Materials.

1.89 Recycling Container means any container approved by the Director for the Collection of Recyclable Materials, including Recycling Carts and Mechanical Containers.

1.90 Residential Collection Service means the Collection of Residential Waste and Program Materials from Residential Customers.

1.91 Residential Customer means a Person that receives or should receive Collection Service at a Residential Dwelling.

1.92 Residential Dwelling means: (a) any Single Family Dwelling, duplex (i.e., a detached building containing two Dwelling Units), or triplex (i.e., a detached building containing three Dwelling Units) located on Residential Property; and (b) a Mobile Home that has a residential permanent license tag and is located on a separate parcel of Residential Property, provided the parcel is not a Commercial Trailer Park.

1.93 Residential Property means a parcel of Improved Property where a Residential Dwelling is located, provided the property is subject to the County's non ad valorem special assessment for the Collection and disposal of Solid Waste, and includes the related single-family parcel control numbers of the properties subject to the County's special assessment.

1.94 Residential Waste means Garbage, Rubbish, Yard Waste, and Bulky Waste generated by a Residential Customer upon the Customer's Residential Property. Residential Waste does not include waste generated by a commercial business or enterprise.

1.95 Roll-Off Container means a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Source Separated Recyclable Material, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

1.96 Route means the roadways that will be used by one Collection vehicle on a single Operating Day when providing Collection Service. Each Route shall have a designated starting location and time, a designated sequence of streets to be followed when providing Collection Service, and a designated location for finishing.

1.97 Rubbish means waste materials (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property and Commercial Property. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.98 Scheduled Collection Day means an Operating Day when the Contractor is scheduled to collect a Customer's Source Separated Recyclable Materials or one of the components of the Customer's Solid Waste (e.g., Garbage; Yard Waste; Bulky Waste).

1.99 Service Area means the unincorporated area of the County.

1.100 Single Family Dwelling means a detached building or structure that contains a single Dwelling Unit.

1.101 Set Out means the Customer's preparation and placement of Solid Waste and Source Separated Recyclable Materials for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

1.102 Sludge means 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.

1.103 Solid Waste shall have the meaning set forth in Section 403.703(36), Florida Statutes, to-wit: 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 Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Waste, Disaster Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

1.104 Source Separated Recyclable Materials means Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property or Commercial Property) and then Set Out for Collection at that location.

1.105 Special Collection Services means any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similarly situated Customers. Special Collection Services include: Back Door Service; the Collection of discarded materials at times other than the Customer's Scheduled Collection Day for such material; the Collection of any material in quantities that are greater than the amounts authorized herein for such materials; and the other services identified in Exhibit 4.

1.106 Tipping Fee means a fee that must be paid for the disposal of a Solid Waste or other material.

1.107 Tires mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

1.108 Townhouse shall mean an attached Dwelling Unit with primary access at grade, which is one of a series of Dwelling Units attached in a row, that are separated from each other by an unpierced wall extending from the foundation to the roof.

1.109 Transfer Station means the County's Transfer Station located at 9101 S.W. Bush Street, Palm City, Florida 34490.

1.110 Transition Period means the period of time between the Effective Date and the Commencement Date.

1.111 Transition Plan means a document describing in detail the activities that will be undertaken and the schedule that will be followed by the Contractor to ensure the Contractor successfully provides the Contractor's Collection Services in compliance with this Agreement on and after the Commencement Date.

1.112 Unacceptable Amount means more than the County deems acceptable, as determined pursuant to Section 16.3, below.

1.113 White Goods mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners) that are used by a Customer on the Customer's Improved Property, where the White Goods are Set Out for collection.

1.114 Yard Waste means vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds and branches. Yard Waste does not include Land Clearing Debris.

SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE

2.1 EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Collection Service to the Residential Property, Multi-Family Property, and Commercial Property in the Service Area. More specifically, subject to the conditions and limitations herein, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are generated on Residential Property or Multi-Family Property and collected at Curbside; (b) Garbage, Rubbish, and Source Separated Recyclable Materials that are generated on Multi-Family Property where Garbage and Rubbish are collected in Mechanical Containers; and (c) Garbage and Rubbish generated on Commercial Property. The Contractor shall have the sole right to provide these Collection Services in the County. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

2.2 LIMITATIONS ON THE EXCLUSIVE FRANCHISE

This Agreement only grants an exclusive 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 exclusive franchise under this Agreement. Among other things, the Contractor's exclusive franchise does not include the Collection of Yard Waste or Bulky Waste that is generated on (a) Multi-Family Property where Garbage and Rubbish are collected in Mechanical Containers or (b) Commercial Property. Section 22, below, identifies some of the other materials that are not subject to the Contractor's exclusive franchise.

Notwithstanding anything else herein, the Contractor's exclusive franchise for the Collection of Garbage generated on Commercial Property does not include the Collection of Garbage or similar organic waste in any case where the Administrator determines that a grocery store, restaurant, or other establishment may divert such waste to a facility where the waste will be used to create compost or other beneficial products. Any request to divert Garbage and organic waste shall be reviewed by the Administrator on a case-by-case basis. The Administrator shall give written notice to the Contractor in any case where the Administrator determines it is in the public interest to allow the diversion of Garbage or other organic waste.

2.3 ENFORCEMENT OF THE EXCLUSIVE FRANCHISE

The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

2.4 NON-EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted a non-exclusive franchise for the Collection of the following materials: (a) Source Separated Recyclable Materials, Bulky Waste, and Yard Trash generated on Commercial Property; (b) Land Clearing Debris; and (c) Construction and Demolition Waste. At its option, the Board may grant any other Person a non-exclusive franchise for the Collection of any or all of these materials.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement expires or is terminated. The initial term of this Agreement shall begin on the Commencement Date and shall expire on September 30, 2028, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

The Board shall have the right to renew and extend this Agreement at the end of the initial term of this Agreement and at the end of each renewal term, unless the Contractor gives written notice to the County in compliance with Section 76, below, that the Contractor is not willing to renew this Agreement and such notice is delivered at least five hundred and fifty (550) days before the end of the then current term of the Agreement. Each renewal term shall be two (2) years in duration, unless the County and the Contractor agree to a longer term, but the cumulative duration of all renewal terms shall not exceed six (6) years. During the renewal term the County and the Contractor shall be subject to the conditions and limitations contained herein, unless the County and Contractor agree otherwise.

SECTION 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 the County. A general map of the Service Area is provided in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted from time to time as a result of actions by the Board or other Persons. Similarly, the boundaries of the Service Area may be adjusted if lands are added to or removed from the County pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. 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 land 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 in the County (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 newly annexed area is provided by another Person. There also shall be no change in the Contractor's Rates if the boundaries of the Service Area are revised after the Effective Date.

4.3 MUNICIPALITIES IN THE SERVICE AREA

The Service Area may be expanded to include one or more of the following communities: The City of Stuart; the Town of Sewall's Point; the Town of Ocean Breeze Park; the Town of Jupiter Island; and Indiantown. The Contractor shall provide Collection Service in one or more of these communities if such service is requested in writing by the Administrator at least one hundred eighty (180) days before the Commencement Date. The Contractor's Collection Service in these communities shall be provided in compliance with the terms and conditions contained in this Agreement, unless alternate terms and conditions are established with a mutual consent of the Administrator and the Contractor.

SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 CONTRACTOR'S TRANSITION PLAN

The Contractor shall ensure that Customers do not experience any delay or disruption in service when the Contractor begins to provide its Collection Services on the Commencement Date. To help accomplish this task, the Contractor shall prepare and provide the Director with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan must demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services successfully on the Commencement Date and all times thereafter. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles, Mechanical Containers, and Recycling Carts the Contractor will need to have in stock at its local equipment yard before the Commencement Date; (b) how and when the Contractor will provide its Mechanical Containers and Recycling Carts to the Customers; and (c) how the Contractor will provide additional personnel, vehicles, and equipment to serve the County if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall revise the Plan within twenty (20) calendar days and resubmit the Plan for the Director's review and approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall address the following performance requirements in the Transition Plan and the Contractor shall satisfy these requirements no later than the following deadlines:

- (a) On or before _____ [To be determined (“TBD”); approximately two weeks after the Effective Date and six months before the Commencement Date], the Contractor shall provide the Director with a Collection Plan that complies with the requirements in Section 24, below.
- (b) On or before _____ [TBD; approximately one week after the deadline for delivering the Transition Plan], the Contractor and the Director shall meet and discuss the Transition Plan, the Collection Plan, and any other matters that will help ensure the successful implementation of this Agreement.
- (c) On or before _____ [TBD; approximately 2 weeks after meeting with the Director], the Contractor shall provide the Director with purchase orders or other documentation demonstrating that all necessary Collection vehicles, equipment, Recycling Carts, Garbage Carts, and other Collection Containers have been ordered and will be delivered to the Contractor’s local equipment yard no later than _____, 2020 [TBD; approximately 6 weeks before the Commencement Date].
- (d) On or before _____ [TBD; approximately 3 weeks after meeting with the Director], the Contractor shall provide the Director with a detailed plan for the distribution of all Collection Containers that will be provided to: (1) Commercial Customers; (2) Customers in Multi-Family Dwellings that will receive Collection Service with Mechanical Containers; and (3) Customers that receive Collection Service for Construction and Demolition Waste. This plan shall describe how the delivery of the Contractor’s Collection Containers will be coordinated with the removal of the Collection Containers currently being used at the Multi-Family Dwellings and the Commercial Customers’ establishments.
- (e) On or before _____ [TBD; approximately 4 weeks after meeting with the Director], the Contractor shall provide the Director with a detailed plan for the assembly and delivery of Garbage Carts and Recycling Carts required pursuant to this Agreement.
- (f) On or before _____ [TBD; approximately 5 weeks after meeting with the Director] the Contractor shall provide the Director with a copy of the standard form contract that the Contractor intends to use with Commercial Customers and Multi-Family Customers pursuant to Sections 34.1 and 34.7, below.
- (g) On or before _____, 2020 [TBD; approximately 16 weeks before the Commencement Date], the Contractor shall provide the Director with electronic (digital) copies of the notices, brochures, and informational materials the Contractor intends to deliver 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 36, below. The notices, brochures, and informational materials shall be subject to the Director’s approval and shall be delivered in compliance with the requirements in Section 36.

- (h) On or before _____, 2020 [TBD; approximately 12 weeks before the Commencement Date] Contractor shall provide the Director with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 23, below. The Contractor also shall provide the Director with a Contingency Plan, pursuant to Section 38.4, below.
- (i) On or before _____, 2020 [TBD; approximately 10 weeks before the Commencement Date], the Contractor shall provide the Director with a written plan for inspecting the contents of the Recycling Carts used by Curbside Customers and thereby checking for Non-Conforming Materials, in compliance with the requirements in Section 16.3, below.
- (j) On or before _____ [TBD; approximately 6 weeks before the Commencement Date], the Contractor shall confirm in writing to the Director that all of the vehicles, equipment, Recycling Carts, and other Collection Containers necessary to provide Collection Service have been delivered to the Contractor's local equipment yard.
- (k) On or before _____, 2020 [TBD; approximately 5 weeks before the Commencement Date], the Contractor shall have its supervisors, drivers, and other relevant personnel familiarize themselves with the proposed Routes and schedules for providing Collection Service in the County. 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.
- (l) On or before _____, 2020 [TBD; approximately 4 weeks before the Commencement Date], the Contractor and the Director shall meet and discuss the status of Contractor's Transition Plan and its implementation. On or before _____, 2020 [TBD; approximately 4 weeks before the Commencement Date], the Contractor 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 32.1.4 and 32.1.5, below.
- (m) On or before _____, 2020 [TBD; approximately 25 days before the Commencement Date], the Contractor shall confirm in writing to the Director 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.
- (n) On or before _____, 2020 [TBD; approximately 20 days before the Commencement Date], the Contractor shall provide the Director with: (1) a list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle; and (2) a list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor under this Agreement. On or before _____, 2020 [TBD; approximately 20 days before the Commencement Date], the Collection Plan shall be updated to include this information, pursuant to Section 24.6, below.
- (o) On or before _____, 2020 [TBD; approximately 14 days before the Commencement Date], the Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered the County-approved notices, brochures, and informational materials to all of the Commercial Customers and Multi-Family Customers in compliance with this Agreement, including the deadlines in Section 36.1, below; (2) the 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 driven their respective Routes; and (4) all of the Contractor's drivers have confirmed their ability to complete their Routes on time on the Scheduled Collection Days.

- (p) On or before _____, 2020 [TBD; approximately 3 days before the Commencement Date], the Contractor shall confirm in writing to the Director that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with this Agreement for: (1) Commercial Customers; (2) Multi-Family Customers that use Mechanical Containers; (3) the County's facilities; and (4) Customers that receive Collection Service for Construction and Demolition Waste.
- (q) On or before _____, 2020 [TBD; 2 days before the Commencement Date], the Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered a new Recycling Cart to each Curbside Customer or will complete the delivery of Recycling Carts to all Curbside Customers in compliance with the schedule approved by the County; (2) the Contractor has at least fifty (50) Recycling Carts in inventory at its local equipment yard; (3) the Recycling Carts in inventory are in the sizes and numbers requested by the Director; and (4) the Contractor has delivered notice to all Residential Customers in compliance with the requirements in Section 36.1, below.

5.3 THE CONTRACTOR'S INITIAL SERVICES

The Contractor shall assign one of its Customer service representatives to work at the County's Utilities and Solid Waste Department each Operating Day during the first Operating Month. The Contractor's service representative shall assist the County in addressing Customer complaints concerning the Contractor's performance. After the first two (2) weeks of operations, the Contractor may request the Director to waive the requirements in this Section 5.3 if the County is not experiencing an increase in the number of Legitimate Complaints it receives as a result of the Contractor's performance under this Agreement.

SECTION 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 the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) collect and transport all of the Solid Waste and Source Separated Recyclable Materials Set Out by the Customers in the Service Area;
- (b) provide Collection Services for the County's facilities and Community Events;;
- (c) deliver all of the Solid Waste and Source Separated Recyclable Materials it collects pursuant to this Agreement to the Designated Facilities;
- (d) pay the applicable Tipping Fees at the Designated Facilities;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;

- (f) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Contractor's work under this Agreement; and
- (g) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the County and Customers that are expressly authorized herein.

SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE

The Contractor shall provide the following services at Curbside to each Customer that is entitled to receive Residential Collection Service:

- 7.1.1 Garbage and Rubbish shall be collected at Curbside two (2) times each week.
- 7.1.2 Source Separated Recyclable Materials shall be collected at Curbside once each week. This service shall be provided to a Customer on one of the days when the Customer's Garbage is collected.
- 7.1.3 Yard Waste shall be collected at Curbside once each week. A Customer's Yard Waste shall be collected each week on Wednesday, unless the Director approves a different date.
- 7.1.4 Bulky Waste shall be collected at Curbside once each week. A Customer's Bulky Waste shall be collected each week on the first day when the Customer's Garbage is collected, unless the Director approves a different date.
- 7.1.5 Subject to the conditions and limitations contained herein, the Contractor shall collect all of the Garbage, Rubbish, Source Separated Recyclable Materials, Bulky Waste, and Yard Waste that is Set Out at Curbside by a Residential Customer. However, the Director shall grant relief from this requirement if the Director confirms that a Residential Customer is disposing of Solid Waste generated by a commercial business or enterprise. Further, the Contractor is not obligated by this Agreement to collect Land Clearing Debris.

7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR GARBAGE AND RUBBISH

The Contractor shall collect all of the Garbage and Rubbish that a Residential Customer Sets Out at Curbside in Garbage Cans and Plastic Bags. The Contractor also shall collect all of the Rubbish that the Customer Sets Out at Curbside in paper bags. There is no limit on the number of Garbage Cans, Plastic Bags, and paper bags that may be Set Out at Curbside by a Residential Customer. However, the Contractor is not required to collect any Garbage Can or bag that weighs more than fifty (50) pounds when filled.

7.3 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS

7.3.1 The Contractor shall use Recycling Carts to collect Source Separated Recyclable Materials at Curbside from Residential Customers in the Service Area.

7.3.2 Except as otherwise expressly provided herein, the Contractor shall collect all of the Source Separated Recyclable Materials that each Residential Customer Sets Out at Curbside in Recycling Carts. The Contractor is not obligated to collect any Source Separated Recyclable Materials that are placed outside of the Customer's Recycling Carts. The Contractor also is not obligated to collect the contents in a Recycling Cart if the cart and its contents exceed the maximum rated capacity (measured in pounds) of the cart, as shown on the cart's lid.

7.4 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULKY WASTE

7.4.1 Subject to the limitations herein, the Contractor shall collect all of the Bulky Waste that is Set Out at Curbside by Residential Customers. There is no limit on the quantity of Bulky Waste that shall be collected, except (a) as provided in Sections 7.4.2 and 7.4.4, below, and (b) the Contractor is not obligated to collect any item of Bulky Waste that is too large or too heavy to safely load and transport in a clamshell truck.

7.4.2 If a Residential Customer places Construction and Demolition Waste from a "do-it-yourself" project at Curbside, the Contractor shall collect the Construction and Demolition Waste as Bulky Waste. However, the Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Waste from a Residential Customer on any Scheduled Collection Day. If the Contractor elects to leave any Construction and Demolition Waste at Curbside, the Contractor shall place a Non-Collection Notice on the remaining material and shall comply with the requirements in Section 15 below.

7.4.3 The Contractor shall notify the Director if the Contractor believes a Residential Customer is placing excessive amounts of Construction and Demolition Waste at Curbside and should be using a Mechanical Container for the Collection of such waste. For the purposes of this Section 7.4.3, "excessive" means two (2) cubic yards or more on two (2) or more occasions.

7.4.4 The Contractor shall collect Tires that are Set Out for Collection by Residential Customers. However, the Contractor is not required to collect more than four (4) Tires per month from any Residential Customer.

7.5 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE

7.5.1 Subject to the limitations herein, the Contractor shall collect the Yard Waste that is Set Out at Curbside by Residential Customers. Yard Waste may be Set Out at Curbside in Garbage Cans, or stacked in piles, or tied in a bundle, or Set Out in paper bags. When the Contractor collects Yard Waste from Residential Customers, the Contractor also shall collect any natural Christmas Trees that are placed at Curbside.

- 7.5.2 Yard Waste must be Set Out at Curbside in front of the Dwelling Unit where the Yard Waste was generated. The Contractor is not required to collect Yard Waste that was generated at a location other than the Customer's residence.
- 7.5.3 Notwithstanding anything else contained herein, the Contractor is not required to collect: (a) Land Clearing Debris; (b) more than ten (10) cubic yards of Yard Waste from a single Residential Customer on a single Scheduled Collection Day; or (c) any item of Yard Waste that is more than five (5) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight, except natural Christmas trees and palm fronds. Natural Christmas trees and palm fronds are not subject to the limitations in (c), above.
- 7.5.4 If the Contractor refuses to collect any Yard Waste or Land Clearing Debris at Curbside, the Contractor must place a Non-Collection Notice on the material or on the Customer's doorknob, in compliance with Section 15.1, below.
- 7.5.5 If the Contractor decides that it will use a clamshell or bucket loader to collect a Customer's Yard Waste, the Contractor may temporarily delay the Collection of that Customer's Yard Waste. However, in such cases the Contractor must return and remove all of the Customer's Yard Waste before 6:00 p.m. on the first Saturday following the Scheduled Collection Day.

7.6 VALET SERVICES FOR RESIDENTIAL AND MULTI-FAMILY CUSTOMERS.

At its option, the Contractor may provide "valet" services – i.e., the Contractor may collect Solid Waste from the individual Dwelling Units in a gated community, subdivision, or Multi-Family Dwelling and then deliver the Solid Waste to a centrally-located Mechanical Container. The Contractor also may use a subcontractor to provide valet services. In either case, the contents of the Mechanical Container must be collected by the Contractor and delivered to the appropriate Designated Facility pursuant to this Agreement. The Mechanical Container must be labelled in compliance with Section 29.7.5, below. The Rates for valet services shall be negotiated by the Contractor and the Customers, pursuant to Section 7.10, below. The Contractor's contract with a subcontractor (if any) shall be provided to the Director for review and approval pursuant to Section 30.11, below.

7.7 BACK DOOR SERVICE FOR CURBSIDE CUSTOMERS

- 7.7.1 The Contractor shall provide Back Door Service to a disabled Customer if: (a) the Customer is entitled to receive Curbside Collection Service; (b) the Customer has requested and the Director has approved Back Door Service; and (c) the County has given written notice instructing the Contractor to provide Back Door Service to the disabled Customer. If these criteria are satisfied, Back Door Service shall be provided at no additional cost to the County or Customer. The Customer's Garbage, Rubbish, and Source Separated Recyclable Materials shall be collected at the Customer's side yard, back yard, or other location that is mutually acceptable to the Contractor and the Customer. However, the Contractor is not required to provide Back Door Service for the collection of Bulky Waste or Yard Waste. The Contractor shall provide Back Door Service to the Customer on the Scheduled Collection Days when Collection Service would otherwise be provided to the Customer. The Director shall not approve Back Door Service for any Customer pursuant to this Section 7.7 unless the Director receives a letter from a physician or similar documentation confirming that the Customer is physically unable to use the regular Collection Service that is provided at Curbside, and written

confirmation from the Customer that there are no able-bodied Persons residing with the Customer. The Contractor shall provide Back Door Service to a disabled Customer in compliance with the requirements in this Section 7.7, but the Contractor is not required by this Agreement to take other extraordinary measures to accommodate such Customer (i.e., the Contractor is not required to take measures for a disabled Customer that are not taken for all Curbside Customers).

7.7.2 In addition to providing Back Door Service pursuant to Section 7.7.1, above, the Contractor shall provide Back Door Service to any Curbside Customer that requests this service and pays the applicable Rate. The Contractor and the Customer shall negotiate an appropriate Rate for Back Door Service, pursuant to Section 7.10, below.

7.8 COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS

7.8.1 The Director shall have the exclusive authority to determine whether a Customer residing in a Multi-Family Dwelling must Set Out its Garbage and Rubbish in a Garbage Can or Garbage Cart at Curbside or in a centrally located Mechanical Container.

7.8.2 If a Customer resides in a Multi-Family Dwelling and receives Collection Service at Curbside, the Contractor shall serve that Customer in compliance with the provisions in Sections 7.1 through 7.7, above.

7.8.3 The Contractor shall provide the following services to each Customer that resides in a Multi-Family Dwelling and receives Collection Service with a Mechanical Container:

- (a) The Contractor shall collect all of the Customer's Garbage and Rubbish at the Customer's Premises at least two (2) times each week.
- (b) The Contractor shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Source Separated Recyclable Materials. The Contractor shall collect all of the Source Separated Recyclable Materials that are placed into the Customer's Recycling Containers. The Contractor also shall collect all of the cardboard that is placed next to the Customer's Recycling Containers. Source Separated Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling.
- (c) The Contractor is not obligated by this Agreement to provide a separate Collection Service for Yard Waste or Bulky Waste that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish. However, the Contractor shall collect any Yard Waste, natural Christmas trees, and Bulky Waste that Residential Customers place in the Mechanical Containers at their Multi-Family Dwelling.
- (d) The Contractor's drivers shall promptly notify the Field Supervisor whenever the drivers see Bulky Waste placed next to a Customer's Mechanical Container. In such cases, the Contractor shall notify the Customer (e.g., the owner of the Multi-Family Dwelling or the owner's agent) and offer to remove the Bulky Waste as a Special Collection Service. If the Customer declines the Contractor's offer, the Contractor shall inform the Director by electronic mail. If the Bulky Waste is not removed promptly, the Contractor shall report the matter to the County's Code Enforcement Division (772-288-5505).

- (e) The Director may require the Contractor to provide, and the Customer to pay for, Collection Service for Bulky Waste at Multi-Family Dwellings in cases where the Customer fails to remove Bulky Waste within five (5) Operating Days after the Bulky Waste is Set Out for disposal. The Director shall consult with the Customer and the Contractor before requiring such service.

7.9 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Collection Services for all Commercial Customers:

- 7.9.1 The Contractor shall provide Collection Service for Commercial Waste and, upon request, Source Separated Recyclable Materials. These services shall be provided at least once each week. Commercial Collection Service shall be provided at least two (2) times each week for each restaurant, grocery store, and other Customer that generates Garbage or other types of putrescible waste. Commercial Collection Service for Construction and Demolition Waste shall be provided as needed.
- 7.9.2 The Contractor normally shall provide Commercial Collection Service with Mechanical Containers. A Garbage Cart or Garbage Can may be used to provide Commercial Collection Service in those cases where a Mechanical Container is too large to fit on the Customer's Premises, too large for the Customer's needs, or otherwise unsuitable. The Director shall have the exclusive authority to determine whether a Commercial Customer must use a Mechanical Container, a Garbage Cart, or a Garbage Can.
- 7.9.3 Upon the Customer's request, the Contractor shall provide Collection Service for Source Separated Recyclable Materials generated on Commercial Property. These materials may be collected in Mechanical Containers or Recycling Carts. Upon the Customer's request, the Contractor shall perform an audit pursuant to Section 39.3, below, to determine whether the Commercial Customer should implement or expand a Recycling program.
- 7.9.4 Garbage, Rubbish, and Source Separated Recyclable Materials shall be collected from Commercial Customers on Scheduled Collection Days.
- 7.9.5 The Contractor shall provide Collection Service within one (1) Operating Day if a Commercial Customer requests the Contractor to make an extra (unscheduled) pick-up to empty the Customer's Mechanical Container, Garbage Cart, or Garbage Can.
- 7.9.6 If a Commercial Customer requests the Contractor to collect Bulky Waste, such waste may be collected on a schedule that is determined by the Commercial Customer and the Contractor, subject to the conditions herein. In such cases, the Commercial Customer shall contact the Contractor and schedule Collection Service before the Customer Sets Out its Bulky Waste. The Contractor shall provide its Collection Service within three (3) Days after the Contractor receives the Customer's request. If the Commercial Customer Sets Out its Bulky Waste before the Customer schedules the Collection Service with the Contractor, the Contractor shall collect such waste as expeditiously as possible after the Contractor becomes aware that such waste has been Set Out for Collection. The Contractor's drivers shall promptly notify the Field Supervisor whenever the drivers see that Bulky Waste has been Set Out by a Commercial Customer. If the Field Supervisor is notified about such waste, the Field Supervisor shall arrange for the Collection of such

material within three (3) Days. The Field Supervisor also shall arrange for the Collection of such material within three (3) Days when requested to do so by the Director.

7.10 SPECIAL COLLECTION SERVICES

The Contractor may provide Special Collection Services when such services are requested by a Customer or the Director. The scope and frequency of such services shall be determined by the Customer and Contractor, subject to the Director's approval. No services shall be provided until the Contractor notifies the Customer of the amount of the Contractor's fee and receives the Customer's confirmation that the fee is acceptable. The Contractor's fees shall be consistent with the Rates set forth in Exhibits 2, 3, and 4, below, and shall be subject to the Director's approval. The Director's approval of the Contractor's Rates for Special Collection Services, and the Director's approval of the frequency of such services, shall not be unreasonably withheld.

7.11 COLLECTION SERVICES FOR THE COUNTY

The Contractor shall provide Collection Services for the County in compliance with the requirements in Section 37, below.

SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

- 8.1** The Contractor may provide Collection Service to Residential Customers and Multi-Family Customers from Monday through Friday, except Holidays. If a Holiday falls on a week day (Monday through Friday), the Contractor may provide Collection Service to Residential Customers and Multi-Family Customers on the Saturday of that week. The Contractor may offer, and upon request shall provide, Collection Services to Commercial Customers from Monday through Saturday, except Christmas.
- 8.2** The Contractor shall not provide Collection Service to Residential Customers or Multi-Family Customers before 6:00 a.m. or after 6:00 p.m.
- 8.3** Before 6:00 a.m. and after 6:00 p.m., the Contractor shall not provide Collection Service to Commercial Customers that use Mechanical Containers located within two hundred (200) feet of Residential Property. The Contractor may provide Commercial Collection Service at other locations at any time. If the County receives complaints about the noise or disturbance caused by the Contractor's Commercial Collection Service at a particular location, the Director may limit the Contractor's Collection Services at that location to the hours between 6:00 a.m. and 6:00 p.m., without increasing the Contractor's Rates.
- 8.4** Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or reduced (a) when such change is requested by the Contractor and approved in advance by the Director and (b) when the Director determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE

9.1 SCHEDULES AND ROUTES

The Contractor shall establish Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. Subject to these considerations, the Contractor shall attempt to minimize the changes to the Collection schedules and Routes that were used for Residential Curbside Customers before the Commencement Date.

The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste and Source Separated Recyclable Materials generated outside of the Service Area (e.g., in a city or another county).

The Contractor shall submit its proposed Routes and schedules to the Director as part of the Contractor's Collection Plan. (See Section 5.2(a) and Section 24). The proposed Routes and schedules shall be subject to the Director's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved Routes and schedules in the Collection Plan. The Director may waive one or more of the requirements in this Section 9.1 if the Director concludes a waiver is in the public interest.

9.2 SCHEDULES FOR TWICE WEEKLY SERVICE

Whenever the Contractor is required to provide any Collection Service two (2) times each week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Director approves a different schedule. Accordingly, a Residential Customer shall receive Collection Service for Garbage on Monday and Thursday or Tuesday and Friday.

SECTION 10: CHANGES TO COLLECTION SCHEDULE AND ROUTES

10.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL

After the Commencement Date, the Contractor shall not change an approved Route, schedule, or method of providing Collection Service to Residential or Multi-Family Customers until the Contractor receives the Director's written approval for the proposed change. The Contractor shall submit a description of all proposed Route and schedule changes to the Director at least thirty (30) calendar days prior to the implementation of such changes to Residential Collection Service, unless a shorter timetable is approved by the Director. The Contractor shall submit a description of all proposed Route and schedule changes affecting Commercial Customers at least seven (7) calendar days prior to the implementation of such changes, unless a different timetable is approved by the Director.

10.2 HOLIDAY SCHEDULES

10.2.1 The Contractor is not required to provide Collection Service to Residential or Multi-Family Customers on a Holiday.

10.2.2 If a Holiday falls on a weekday (Monday through Friday), the Contractor shall provide all of its routine Collection Services for Residential and Multi-Family Customers during that week. In such cases, the Collection Services to be provided for Residential and Multi-Family

Customers on the Holiday shall be delayed one day and the Collection Services to be provided on subsequent days during that week also shall be delayed one day. For example, if a Holiday falls on a Wednesday, the Collection Services for Residential Customers on Wednesday shall be provided on Thursday, Thursday's Collection Services shall be provided on Friday, and Friday's Collection Services shall be provided on Saturday.

10.2.3 Notwithstanding the other provisions in this Section 10.2, the Contractor may propose and the Director may approve alternate schedules for providing Collection Service to Residential and Multi-Family Customers immediately before and after a Holiday.

10.2.4 If a Commercial Customer's Scheduled Collection Day for Garbage will fall on Christmas, the Contractor shall work with the Customer to identify an appropriate alternate schedule for collecting the Customer's Garbage during the week of the Holiday.

10.3 PUBLIC NOTICE OF CHANGES

If the Director approves a change in the Contractor's schedules or Routes for Collection Service, the Contractor shall provide all affected Customers with notice of the change and shall comply with the applicable requirements in Section 36, below, unless a different notice is approved by the Director.

10.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Director in writing about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal schedule for Collection Service. The Contractor shall provide this information to the Director in writing within two (2) hours of the event causing the delay.

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the County may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide any 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 Source Separated 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.

SECTION 11: DIRECTOR'S AUTHORITY TO CHANGE COLLECTION SERVICE

11.1 The Director shall have the exclusive authority to determine whether a Multi-Family Customer will receive Collection Service at Curbside or, in the alternative, Collection Service with a Mechanical Container. For example, the Director may require the Contractor to provide Collection Service at Curbside for a Multi-Family Dwelling where there is limited access to or space for a Mechanical Container, or other site specific factors make the use of a Mechanical Container inappropriate, as determined by the Director.

11.2 If a Customer will receive Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used. The Contractor and Customer also shall determine the frequency of Collection Service with the

Mechanical Container, provided that the frequency complies with the minimum requirements in this Agreement (e.g., at least twice each week for Garbage).

- 11.3 For each Customer receiving Collection Service with a Mechanical Container on the Commencement Date, the Contractor shall provide a Mechanical Container that is at least as large as the Mechanical Container used by the Customer before the Commencement Date, unless the Contractor receives the Director's prior written approval to use a smaller size.
- 11.4 The Director shall have the right to: (a) increase or decrease the frequency of any Collection Service provided to a Commercial Customer or Multi-Family Mechanical Container Customer; (b) change the types of Collection Containers used by any such Customer; and (c) change the size and number of the Collection Containers used by any such Customer. The size, type, and number of Collection Container(s), and the frequency of Collection Service, provided to a Customer must be sufficient to ensure that the Collection Container is not overfilled, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days.
- 11.5 If the Contractor and a Customer do not agree about the size, type, or number of Collection Containers to be used by the Customer, or the frequency of Collection Service for the Customer's Premises, the Contractor or the Customer may notify the Director about their dispute. In such cases, the Director shall determine whether it is necessary to change the frequency of service, or the size, type, or number of Collection Containers, and the Contractor shall provide its services in compliance with the Director's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

SECTION 12: THE CUSTOMER LIST

- 12.1 The County shall prepare a Customer List, which shall identify each Residential Property and Dwelling Unit in the Service Area that is entitled to receive Collection Service from the Contractor pursuant to this Agreement. The Customer List shall be based on the County's records for the County's non-ad valorem special assessments for Solid Waste services or any other source of reliable information. The Customer List shall be provided to the Contractor no later than ninety (90) days before the Commencement Date. No later than thirty (30) days before the Commencement Date, the Contractor shall confirm to the Director that the list is accurate and complete. If the Contractor believes the Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Director about any proposed additions, deletions, or other revisions to the Customer List. The Director shall have the exclusive authority to determine whether a Dwelling Unit is entitled to receive Residential Collection Service pursuant to this Agreement.
- 12.2 The Contractor shall have an affirmative duty to help ensure that the Customer List is accurate at all times after the Commencement Date. The Contractor shall notify the Director within five (5) Operating Days if the Contractor begins to provide Collection Service to a Residential Property or Dwelling Unit that is not included in the Customer List. The Contractor also shall notify the Director within five (5) Operating Days if the Contractor identifies a Person or Dwelling Unit that should be added to or deleted from the Customer List.
- 12.3 The Director 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 Customer List and (b) the County determines it is appropriate 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 two (2) Operating Days.

- 12.4** The Director shall notify the Contractor if the County wants the Contractor to terminate its Collection Service to a Customer. The Contractor shall terminate its Collection Service within two (2) Operating Days after receiving the Director's notice. If the Customer is sharing a Mechanical Container with other Customers, the Contractor must allocate its charges to the remaining Customers that will continue to receive Collection Service, and the Contractor shall inform the Director about the allocation of charges so that the County may confirm the remaining Customers are billed appropriately.
- 12.5** The County shall update the Customer List at least once each Operating Month. The County shall adjust the Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings. A new Dwelling Unit shall be deemed to be occupied when a Certificate of Occupancy has been issued and the Director requests the Contractor to provide Collection Service to the new Dwelling Unit. At a minimum, the updated Customer List shall identify the changes in occupancy that occurred two (2) months before the list was updated. For example, when the Customer List is updated in June of each Operating Year, the list shall at least reflect the addition of new buildings and the demolition of old buildings in April of the same year.

SECTION 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 road, alley, or driveway.
- 13.2** After the Contractor empties a Garbage Can that has a lid, the Contractor shall turn the Garbage Can upside down and place it where the Customer set it out. The Contractor shall place the lid next to the can. After the Contractor empties other types of Collection Containers that have 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, Garbage Carts, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.
- 13.4** The Contractor shall provide Collection Services with as little noise and disturbance as possible.
- 13.5** The Contractor shall be responsible for the proper handling of White Goods and Electronic Equipment (if any) that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. The Contractor shall not crush or compact White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. A Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out. The Contractor is not required to remove such materials from the White Goods before the White Goods are placed in the Contractor's vehicles. White Goods and Electronic Equipment may be collected with Garbage, Rubbish, Bulky Waste, and other types of Solid Waste.
- 13.6** The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste.

SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS

- 14.1** During the Collection process, Garbage and Rubbish may be collected and combined together by the Contractor.
- 14.2** During the Collection process, each one of the following materials shall be handled separately by the Contractor, and shall not be combined with any other types of material in the Contractor's Collection Vehicles, without the Director's prior approval: Source Separated Recyclable Materials; Yard Waste; Bulky Waste; and Construction and Demolition Waste, except as provided in Section 7.4.2, above. However, the Contractor shall have no obligation to separate these materials if a Customer placed them in a Collection Container with other types of Solid Waste.
- 14.3** During the Collection process, the Contractor shall not combine Solid Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 14.4** During the Collection process, the Contractor shall not combine Commercial Waste collected in the Service Area with Residential Waste collected in the Service Area.
- 14.5** During the Collection process, the Contractor shall not combine Garbage and Rubbish collected from Residential Property with Garbage and Rubbish collected from Multi-Family Dwellings.
- 14.6** Notwithstanding the foregoing, the Director may waive any of the restrictions in this Section 14 and thus allow the Contractor to combine different types of Solid Waste, if the Director determines that the waiver will be in the public interest. In such cases, the Contractor shall file a written request with the Director, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Director may grant or deny the written request, in his or her sole discretion, but any waiver must be in writing. For example, the Director may allow the Contractor to collect Garbage and Rubbish from a Multi-Family Dwelling at Curbside and then place those materials in a Collection vehicle that is used to collect Garbage and Rubbish from Residential Customers, if the County and the Contractor agree in advance about the procedure that will be used to reimburse the County for the Tipping Fees it will pay when the waste materials from the Multi-Family Dwelling are disposed of with Residential Waste.

SECTION 15: NON-COLLECTION PROCEDURES FOR SOLID WASTE AND PROGRAM MATERIALS

- 15.1** The Contractor must use all commercially reasonable measures to collect a Customer's Solid Waste and Source Separated Recyclable Materials in compliance with the requirements in this Agreement. Nonetheless, the Parties recognize that the Contractor may refuse to collect a Customer's materials in some cases.
- 15.2** The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or doorknob if the Contractor decides that the Contractor will not collect the Customer's Solid Waste or Source Separated Recyclable Materials because the waste or materials were not Set Out in compliance with the applicable requirements in this Agreement. Unless the Contractor places a Non-Collection Notice on the Customer's Collection Container or doorknob, the Director may require the Contractor to return to the Customer's Premises promptly and collect the Solid Waste or Source Separated Recyclable Materials. If the Director notifies the Contractor before 12 p.m. (noon) on an Operating Day, the Contractor shall collect the Solid Waste or Source Separated Recyclable Materials before the end of that Operating Day. If the Director notifies the Contractor after 12:00 p.m. (noon), the Collection of the Solid Waste or Source Separated Recyclable Materials shall be completed before 12 p.m. (noon) on the next Operating Day.

- 15.3** The Contractor shall place a Non-Collection Notice on a Customer's Mechanical Container in cases where (a) the Mechanical Container is overfilled or (b) Garbage or other types of Solid Waste are outside the Mechanical Container. In such cases, the Contractor shall take photographs of the Mechanical Container and any Solid Waste placed outside of the Mechanical Container. The Contractor shall provide the photographs to the Customer and the Director, reschedule the Collection Service, and inform the Customer and Director that the Contractor shall charge the Customer in compliance with the Rates in Exhibit 4 for the removal of the excess Solid Waste.
- 15.4** The Contractor shall notify the Customer and the Director if the Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container provided to the Customer. If the Contractor demonstrates that the Customer repeatedly overfills its Mechanical Container, the Administrator shall require the Contractor to increase the frequency of Collection Service or increase the size of the Mechanical Container provided to that Customer.
- 15.5** The Contractor shall not collect Solid Waste or other materials from a Customer if the Contractor believes the Solid Waste or other materials contain Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container (if possible), take photographs of the improper waste and immediately notify the Field Supervisor. The Contractor shall work with the Director to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner. If the Contractor elects to collect or remove the waste before the Contractor receives the Director's approval, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs.
- 15.6** If a Mechanical Container is temporarily inaccessible, the Contractor shall promptly (i.e., within two (2) hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice on the Customer's container and provide Collection Service on the next Operating Day.
- 15.7** The Contractor shall notify the Director about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Director if a Customer routinely places: (a) Garbage or Non-Conforming Material in their Recycling Cart; or (b) Solid Waste from a business or commercial enterprise in a Garbage Can or Mechanical Container used to serve Residential or Multi-Family Customers.
- 15.8** The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Director. 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.
- 15.9** The Contractor shall use all commercially reasonable measures to collect a Customer's Solid Waste, even if some inappropriate material is comingled with it. For example, if a Residential Customer places Bulky Waste or Yard Waste at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulky Waste or Yard Waste, 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 remove the Garbage from the other materials, the Contractor shall (a) place a Non-Collection Notice on the materials and promptly notify the Director concerning the location and estimated quantity of the combined materials or (b) collect the combined

materials and manage it as Garbage. If the Contractor fails to do (a) or (b), the Contractor shall be required to collect the pile of combined materials pursuant to Section 15.2, above.

SECTION 16: REDUCING CONTAMINATION OF RECYCLABLE MATERIALS

- 16.1** Exhibit 7 identifies the Program Materials that currently are accepted and recycled by the Designated Facility for Recyclable Materials. The Director may amend Exhibit 7 whenever: (a) the Designated Facility is changed; (b) the Designated Facility changes the list of materials it accepts for recycling; or (c) the Director determines it is cost effective and appropriate to revise the list of Program Materials. The Director shall consult with the Contractor before the Administrator amends the list of Program Materials in Exhibit 7. The Director shall provide written notice to the Contractor at least sixty (60) days before the Director implements any changes to the list of materials in Exhibit 7. The Director shall not add a Recyclable Material to the list of Program Materials in Exhibit 7 if the Designated Facility will not accept and process that material.
- 16.2** If the Contractor's employees see that a Customer's Recycling Container contains an Unacceptable Amount of Non-Conforming Material, the Contractor's employees shall place a Non-Collection Notice on the Recycling Container. For example, a Non-Collection Notice shall be placed on a Recycling Cart if the Contractor collects the cart with a rear-loading vehicle and the Contractor's employee sees that the cart contains an Unacceptable Amount of Garbage or other Non-Conforming Material before the employee unloads the cart into the vehicle. Similarly, a Non-Collection Notice shall be placed on a Mechanical Container used for the Collection of Source Separated Recyclable Materials if the Contractor's driver sees that the Mechanical Container contains an Unacceptable Amount of Non-Conforming Material before the Mechanical Container is unloaded into the Contractor's vehicle.
- 16.3** For the purposes of this Agreement, an Unacceptable Amount of Non-Conforming Material initially shall mean that thirty percent (30%) or more of the contents of a Recycling Container are Garbage and/or other Non-Conforming Material. The Director, in his or her sole discretion, may increase or decrease the percentage that is deemed unacceptable. However, the Director shall not change the percentage until the Director has discussed the feasibility and appropriateness of the proposed change with the Contractor. The Director shall give written notice to the Contractor at least sixty (60) days before the Contractor implements any such change. The Director shall have the exclusive authority to resolve any dispute as to whether there is an Unacceptable Amount of Non-Conforming Material in a Recycling Container. The Director's determination may be based on any visual inspection or measurement that the Director deems sufficient, including a visual inspection of photographs of the container's contents.
- 16.4** To reduce the amount of Non-Conforming Material that is Set Out in Recycling Carts, the Contractor shall prepare and implement a plan for performing random inspections of the Recycling Carts used by Curbside Customers. The plan shall be subject to the approval of the Director. Under the plan, each Operating Month the Contractor shall inspect the contents of a specified number of Recycling Carts used by Curbside Customers in specified locations in the Service Area. When performing these inspections, the Contractor shall place a Non-Collection Notice on each Recycling Cart that contains an Unacceptable Amount of Non-Conforming Material. Each Operating Month the Contractor shall submit a report to the Director concerning the results of the inspections. The results shall be presented in a format approved by the Director. Beginning on the Commencement Date, the Contractor shall inspect the contents of at least one thousand (1,000) [TO BE DETERMINED] Recycling Carts each Operating Month. The Director, in his or her sole discretion, may increase or decrease the number of

Recycling Carts that must be inspected each Operating Month, but the Director shall not change such number until the Director discusses the proposed change with Contractor. The Director shall give written notice to the Contractor at least one hundred twenty (120) days before the Contractor implements any such change.

- 16.5** Notwithstanding anything else contained herein, the Director may conclude that some Residential Customers and/or Multi-Family Customers shall not receive Collection Service for Recyclable Materials. In such cases, the Director shall notify the Contractor that Collection Services for Source Separated Recyclable Materials shall not be provided to the designated Customer(s) and the Contractor shall cease providing its Collection Service for Recyclable Materials to those Customers, unless and until the Director instructs the Contractor to resume its Collection Service.

SECTION 17: PROCEDURES FOR MISSED COLLECTIONS

Whenever the Director or a Customer informs the Contractor in writing about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Solid Waste and/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. Notwithstanding anything else contained in this Section 17, the Contractor shall comply with the requirements in Section 7.5.5 when responding to a Missed Collection involving Yard Waste that the Contractor will collect with a clamshell or bucket loader.

SECTION 18: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- 18.1** The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Back Door Service) pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 18.2** 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.
- 18.3** The Contractor shall not damage trees in the County. 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).
- 18.4** 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. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.
- 18.5** 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, the Contractor's employee shall immediately notify the Field Supervisor and the property owner when the employee

causes such damage. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.

- 18.6** The Contractor shall be responsible for all 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, to the extent that such damage was caused by or results from the actions of the Contractor, its employees or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Director or a Customer informs the Contractor before 12 p.m. (noon) on an Operating Day concerning any such claim, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer informs the Contractor after noon, the Contractor shall investigate and respond to the Director and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) Operating Days after the Contractor receives notice that the damage occurred, unless the Contractor requests and the Director grants an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines in this Section 18.6 but nonetheless is unable to comply, the Director shall grant reasonable extensions of time for the completion of the work required herein. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Director. If the Contractor fails to complete the repair or restoration work in compliance with the timetables and requirements specified herein, the County may perform or arrange for a third party to perform the work and then deduct the cost of the work from the County's payments to the Contractor.
- 18.7** In any case involving property damage, the Contractor may submit photographs and other relevant information to the County to demonstrate that the Contractor did not cause the damage. The Director shall fairly consider all such information before the Director decides whether the Contractor must undertake any repairs or other work pursuant to this Section 18.
- 18.8** The Contractor shall not be liable for damages to the County's streets caused by the weight of the Contractor's trucks and equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement. The Contractor shall not be liable for damages to a Customer's driveway, access way, or pad for a Mechanical Container, if such damages occur while the Contractor is providing service to the Customer's Mechanical Container and the damages are caused solely by the weight of the Contractor's truck, Mechanical Container, or equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement.

SECTION 19: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- 19.1** Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the County.
- 19.2** 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, and other areas where access is limited.
- 19.3** 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.

- 19.4** The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys.
- 19.5** The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the County is repairing such areas 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 the County's action does not unduly interfere with the Contractor's normal operations.
- 19.6** 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, the Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 19.7** 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 roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Director.
- 19.8** 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 Services 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 Director and the Director shall resolve the problem. The Contractor and the Customer shall take such action as the Director deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

SECTION 20: THE COUNTY'S DESIGNATED FACILITIES

- 20.1** The Contractor shall deliver all of the Garbage, Rubbish, Bulky Waste, Yard Waste, Tires, Construction and Demolition Waste, and Source Separated Recyclable Materials collected pursuant to this Agreement to a Designated Facility.
- 20.2** The Designated Facility for Garbage, Rubbish, Bulky Waste, Yard Waste, Tires, Construction and Demolition Waste, and Source Separated Recyclable Materials shall be the County's Transfer Station located at 9101 S.W. Busch Street, Palm City, Florida 34490.
- 20.3** Upon request, the Administrator may approve the designation and use of other facilities for the Recycling or disposal of the Garbage, Rubbish, Bulky Waste, Yard Waste, Tires, Construction and Demolition Waste, and Source Separated Recyclable Materials collected pursuant to this Agreement.
- 20.4** With regard to the other types of Solid Waste that may be collected pursuant to this Agreement, the Contractor shall deliver all such waste to a Solid Waste management facility that has received all of the permits and approvals required pursuant to Applicable Law.
- 20.5** The Administrator shall have the right to select and designate a different facility for the Recycling or disposal of any of the materials collected by the Contractor pursuant to this Agreement. If the Administrator selects and designates a different facility to replace one or more of the facilities designated pursuant to Sections 20.2 and 20.3, above, the Contractor shall continue to be paid the Rates approved herein, unless the newly designated facility is located more than ten (10) miles from the County's Transfer Station. The ten (10) mile distance shall be measured in a straight line (radius)

from the County's Transfer Station (i.e., not in highway miles). If the new Designated Facility is located beyond this distance, the County and the Contractor shall negotiate an appropriate adjustment in the Rates and, thereafter, the Contractor shall be paid the adjusted Rates when the Contractor delivers Solid Waste or Source Separated Recyclable Materials to the new Designated Facility. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste or Source Separated Recyclable Materials more than ten (10) miles to the new Designated Facility. For example, if the new Designated Facility is located twenty (20) miles from the County's Transfer Station, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional ten (10) miles. If the County and the Contractor are unable to negotiate a mutually acceptable adjustment to the Rates within ninety (90) days of the County's notice that it has selected a new Designated Facility, the Board may terminate this Agreement after giving at least one hundred eighty (180) days' written notice to the Contractor. If the Administrator instructs the Contractor to deliver Solid Waste or Source Separated Recyclable Materials to a Designated Facility that is located more than ten (10) miles from the County's Transfer Station and the Administrator requires such deliveries to be made before the County and the Contractor have negotiated and approved a mutually acceptable adjustment to the Rates, the County shall pay the Contractor for the additional transportation costs the Contractor incurs when delivering such materials to the new Designated Facility. The County's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by the Contractor, and limited to the amount that the Contractor's transportation costs increase as a result of having to transport Solid Waste or Source Separated Recyclable Materials more than ten (10) miles to the new Designated Facility. If the new Designated Facility is located ten (10) miles or less from the County's Transfer Station, there shall be no increase in the Rates paid by the County.

SECTION 21: SPILLAGE AND LITTER BY CONTRACTOR

- 21.1** The 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.
- 21.2** The Contractor shall immediately pick up any spillage or litter from a Collection Container that is caused by the Contractor.
- 21.3** 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.
- 21.4** The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from the Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 21.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from the 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 Director concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 18.6 shall apply to the Contractor's actions under this Section 21.5.
- 21.6** If the Director or a Customer informs the Contractor before 12 p.m. (noon) on an Operating Day 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 Director or a Customer informs the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

SECTION 22: EXEMPT WASTES AND RECOVERED MATERIALS

22.1 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 facility that is licensed to receive such materials. This Agreement does not prohibit the Contractor from collecting Exempt Waste as a Special Collection Service or otherwise, provided that the Contractor complies with all Applicable Law when collecting such material.

- (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 Waste;
- (e) Recovered Materials that are generated on Commercial Property and source separated by the generator on the generator's Commercial Property.
- (f) Source Separated Recyclable Materials that are generated by a Commercial Customer and separated from the Customer's Solid Waste by the Commercial Customer.
- (g) Any Recyclable Material that a Residential Customer generates and separates from their Solid Waste for Recycling, if that type of material is not recycled at the Designated Facility.
- (h) Garbage and other organic waste diverted for composting or other beneficial uses by a Person that received the Administrator's prior approval pursuant to Section 2.2, above.
- (i) Excavated fill and earthen material.
- (j) Solid Waste and by-products generated from an industrial process.
- (k) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (l) Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.
- (m) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as provided in Section 7.4.4), and lead-acid batteries.
- (n) Boats, boat motors, and boat trailers.
- (o) White Goods;

- (p) Disaster Debris.
- (q) Hazardous Material, Biomedical Waste, and Radioactive Waste.
- (r) Sludge.
- (s) Materials and wastes similar to those listed above, when designated by the Director.

22.2 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 County or a facility designated by the County. 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.

SECTION 23: THE CONTRACTOR'S SAFETY PROGRAM

- 23.1** 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 Director for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 23.2** The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 23.3** 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 Director upon request.
- 23.4** The Contractor and its employees shall comply with all OSHA regulations and Applicable Laws regarding personal protective equipment when performing work under this Agreement.
- 23.5** 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 cellular telephones while they are driving a Collection vehicle that is moving.
- 23.6** 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 as a result of the acts or omissions of the Contractor.
- 23.7** The Contractor shall update its safety plan whenever there are changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Director with the Contractor's annual report pursuant to Section 35.4, below.

SECTION 24: THE CONTRACTOR'S COLLECTION PLAN

- 24.1** 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 Route. The map must identify: (a) the Operating Days when service will be provided on each Route; (b) the starting and ending points for each Route; and (c) the type of material that will be collected on each Route on each Scheduled Collection Day. The Collection Plan shall include the information required pursuant to Section 29.6.2, below.
- 24.2** The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 24.3** The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the County 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 (e.g., when Solid Waste is collected from a Person that is not a Residential Customer under this Agreement).
- 24.4** If requested by the Director, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- 24.5** An updated Collection Plan shall be submitted to the Director within ten (10) days whenever the Contractor changes a Route or other component of the plan.
- 24.6** At least seven (7) days before the Commencement Date, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(n), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles or Mechanical Containers from service in the County.
- 24.7** The Collection Plan and all proposed revisions to the plan are subject to the Director's written approval.

SECTION 25: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

For the purposes of this Agreement, Solid Waste and Source Separated Recyclable Materials belong to the Person generating such waste and materials, until the Solid Waste and Source Separated Recyclable Materials are Set Out by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Solid Waste and Source Separated Recyclable Materials on behalf of the County pursuant to this Agreement, title to such waste and materials shall pass to the County when the Contractor takes possession of the waste and materials. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and materials until they are delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste and materials shall pass to the owner of the Designated Facility.

Notwithstanding anything else contained herein: (a) the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any Solid Waste or Source Separated Recyclable Materials collected by the Contractor pursuant to this Agreement, without the prior written approval of the Administrator; (b) the generator shall at all times retain title to and liability for Hazardous Material, Biomedical Waste, and

Radioactive Waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the County's Solid Waste and Source Separated Recyclable Materials from the Contractor.

SECTION 26: COMPACTION OF RECYCLABLE MATERIALS

The Contractor may compact Source Separated Recyclable Materials while they are on board the Contractor's vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Source Separated Recyclable Materials. If the compaction process or density adversely affects the marketability of the Source Separated Recyclable Materials, as determined by the Director, the maximum allowable density may be reduced by the Director. There shall be no adjustment to the Rates if the Director exercises the County's right to reduce the maximum allowable density. In any vehicle used for the Collection of Program Materials, the compaction pressure in the compartment used to store glass shall not exceed fifty (50) pounds per square inch. This limit is intended to minimize the potential for breaking glass bottles and containers. This limit may be revised or eliminated by the Director if the Director concludes the limit is unduly restrictive or the County no longer collects glass for recycling.

SECTION 27: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 27 shall be followed by the Contractor's Customers on and after the Commencement Date. 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 27, unless (a) the Director 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. The requirements in the County's Ordinances, including Chapter 151 (Solid Waste), shall supplement the requirements contained herein.

27.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

The following requirements and procedures shall apply to all Customers:

- 27.1.1 Garbage and other putrescible waste shall be placed in a Plastic Bag or Garbage Can before it is Set Out for Collection.
- 27.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 27.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
- 27.1.4 A Customer shall not overfill a Collection Container; the lid (if any) on a Collection Container shall be closed securely by the Customer.
- 27.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container.
- 27.1.6 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.

- 27.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.
- 27.1.8 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.
- 27.1.9 A Customer shall not place more than fifty (50) pounds of Solid Waste in a Garbage Can. The weight of the materials placed in a Garbage Cart or Recycling Cart by a Customer shall not exceed the cart's rated capacity (measured in pounds), as shown on the lid of the cart. 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.
- 27.1.10 If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Director shall designate the point of Collection.
- 27.1.11 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.
- 27.1.12 Each Garbage Can, Garbage Cart, Recycling Cart, and Mechanical Container is subject to the Director's approval.
- 27.1.13 Each Customer shall use due care and diligence to avoid causing damage to any Collection Container or other equipment provided by the Contractor. The Contractor's Collection Containers and equipment shall not be altered by a Customer and shall only be used for their intended purpose.
- 27.1.14 Each Customer shall provide unobstructed access to their Collection Containers on the Customer's Scheduled Collection Days.

27.2 SPECIFIC PROCEDURES FOR CURBSIDE CUSTOMERS

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

- 27.2.1 Each Curbside Customer shall Set Out their Garbage and Rubbish in Garbage Cans, which shall be placed at Curbside. If the Customer's Garbage Cans are full, the Customer may Set Out their excess Garbage and Rubbish in Plastic Bags, which shall be placed next to the Garbage Cans at Curbside. There is no limit on the number of Plastic Bags and Garbage Cans that may be Set Out by Curbside Customers.
- 27.2.2 Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in Garbage Cans or paper bags. Larger pieces of Yard Waste shall be stacked neatly in a pile at Curbside. A Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle. Such Customers also may Set Out their natural Christmas trees at Curbside for collection with the Customer's Yard Waste.

- 27.2.3 A Curbside Customer shall not Set Out Land Clearing Debris or any item of Yard Waste that is: (a) more than five (5) feet in length; (b) more than fifty (50) pounds in weight; or (c) more than six (6) inches in diameter; except palm fronds and natural Christmas trees. A Curbside Customer shall not Set Out any Yard Waste in a Plastic Bag.
- 27.2.4 Curbside Customers shall Set Out their Source Separated Recyclable Materials at Curbside in a Recycling Cart. Cardboard shall be placed in the Recycling Cart, not beside the cart.
- 27.2.5 Each Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials at the Curbside before 7:00 a.m. on the Scheduled Collection Day for such materials.
- 27.2.6 Any carpet Set Out for Collection at Curbside must be rolled and tied or otherwise bound.
- 27.2.7 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 lid or cover; be free from sharp edges; and not have inside structures or obstructions that prevent the free discharge of the container's contents. Each Recycling Cart used by a Curbside Customer must be one of the carts provided by the Contractor and hot-stamped or stenciled with the County's logo.
- 27.2.8 A Curbside Customer shall not Set Out Construction and Demolition Waste that was generated by a builder, building contractor, or handyman service while the Person was working on the Customer's Residential Property or Multi-Family Dwelling, unless the quantity of such waste is less than two (2) cubic yards. If the Customer or the Customer's contractor generates more than two (2) cubic yards of Construction and Demolition Waste, the Customer must use a Mechanical Container for the storage and Collection of such waste. The Curbside Customer must obtain the Mechanical Container, arrange for the disposal of the Construction and Demolition Waste, and pay the associated fees. A Curbside Customer may Set Out Construction and Demolition Waste pursuant to Section 7.4.2 only if the Customer generated the Construction and Demolition Waste while working on a "do-it-yourself" project and such material is no more than a total of two (2) cubic yards in size.
- 27.2.9 Curbside Customers shall not place, mix, or commingle Garbage with Curbside piles of Bulky Waste or Yard Waste.

27.3 SPECIFIC PROCEDURES FOR MULTI-FAMILY MECHANICAL CONTAINER CUSTOMERS

The following requirements and procedures shall apply to Multi-Family Customers that receive Collection Service with Mechanical Containers.

- 27.3.1 Each Multi-Family Customer that uses a Mechanical Container shall comply with the following Set Out procedures: (a) Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.

- 27.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer. These locations are subject to the Director's approval.
- 27.3.3 Each Customer shall Set Out their Bulky Waste at a location designated for such material. A Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to a Mechanical Container.

27.4 PROCEDURES FOR COMMERCIAL CUSTOMERS

The following requirements and procedures shall apply to Commercial Customers.

- 27.4.1 Each Commercial Customer must have at least one Mechanical Container or Garbage Cart for the Collection of their Garbage and Rubbish; however, two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein. Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container or Garbage Cart, as applicable. If a Commercial Customer receives Collection Service from the Contractor or any other Person for the Collection of Source Separated Recyclable Materials or Recovered Materials, the Customer must place those materials in a separate cart or container (i.e., not the cart or container used for Garbage and Rubbish).
- 27.4.2 Commercial Customers shall not place, mix, or commingle Construction and Demolition Waste with any other type of Solid Waste in a Collection Container.
- 27.4.3 All Collection Containers shall be placed in locations that are safely and readily accessible to the Customer and the Contractor's vehicles.
- 27.4.4 Each Mechanical Container shall be placed on a concrete or paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.
- 27.4.5 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste, if the Commercial Customer wishes to have the Contractor collect Bulky Waste. A Commercial Customer shall not Set Out their Bulky Waste more than one day before such materials are to be collected by the Contractor. A Commercial Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person.

SECTION 28: COLLECTION CONTAINERS

28.1 PURCHASE AND OWNERSHIP OF CONTAINERS

- 28.1.1 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 are and shall remain the property of the Customer.
- 28.1.2 Recycling Carts for New and Existing Customers – The Contractor shall purchase all of the Recycling Carts that the Contractor is required to provide under this Agreement.

Before the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Recycling Cart to each Curbside Customer pursuant to the schedule in Section 5.2, above. After the Commencement Date, the Contractor shall purchase, assemble, and deliver one new Recycling Cart to each Person that becomes a New Curbside Customer in the Service Area.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Recycling Cart to each Curbside Customer in the Service Area whose Recycling Cart was stolen, or damaged or worn beyond repair; (b) a new Recycling Cart for each Customer that wishes to purchase an additional cart pursuant to Section 40.9, below; and (c) a new or refurbished Recycling Cart for each Customer that wishes to exchange their cart pursuant to Section 28.4, below. For the purposes of this Section 28.1.2, a “refurbished” cart means a cart that was cleaned and repaired to “like new” condition.

The Recycling Carts shall be delivered within two (2) Operating Days after the Customer or the Director requests the Contractor to deliver the carts. Each Recycling Cart for a Curbside Customer shall have a capacity of approximately sixty-four (64) gallons. Each Recycling Cart for a Multi-Family Mechanical Container Customer shall have a capacity of approximately ninety-six (96) gallons.

28.1.3 Replacement of Recycling Carts - With regard to stolen and damaged carts, the Contractor must provide one replacement Recycling Cart to each Curbside Customer. These replacements will be provided without charge to the County or the Customer.

The right to receive one free replacement Recycling Cart shall be linked to each Dwelling Unit—i.e., the right to receive the free replacements at a Dwelling Unit shall be renewed whenever a new Person moves into that Dwelling Unit. For example, if a hypothetical Customer named Smith received a free replacement cart while living at 123 Madison Avenue and then moved to 456 Rosehill Drive, the next Person moving into 123 Madison Avenue would be entitled to receive a free replacement cart, and Smith would be entitled to receive a free replacement cart at 456 Rosehill Drive.

With regard to stolen and damaged carts, the Contractor may charge a fee for providing replacement carts only if a Curbside Customer already has received a free replacement cart and then that Customer requests additional carts, all while living in the same Dwelling Unit. In such circumstances, the Customer shall purchase the new cart. The fee for a new Recycling Cart shall not exceed Fifty Dollars (\$50) per cart and the fee for delivering carts shall not exceed Twenty-Five Dollars (\$25) per delivery. No delivery fee shall be charged if the Customer picks up the carts at the Contractor’s local office in Martin County.

Although the Contractor must replace individual Recycling Carts that are stolen or worn beyond repair, nothing herein shall be construed to require the Contractor to replace all of the Recycling Carts used by all of the Curbside Customers in any subdivision or in the entire Service Area. If the County decides to replace all of the carts used in a subdivision or all of the carts used in the County, the County shall reimburse the Contractor for the actual cost (without markups) of purchasing, assembling, and delivering the replacement carts.

- 28.1.4 Recycling Carts for Other Customers - The Contractor may provide Recycling Carts to its Commercial Customers. The Contractor shall provide Recycling Carts to Multi-Family Customers that receive Collection Service with Mechanical Containers. The Contractor shall be responsible for purchasing, assembling, and delivering the Recycling Carts to all such Customers.
- 28.1.5 Ownership of Recycling Carts - Recycling Carts purchased by the Contractor pursuant to this Agreement shall become the property of the County when this Agreement expires or terminates. Upon the expiration or termination of this Agreement, all Recycling Carts held in the Contractor's inventory for the County (e.g., carts that are hot-stamped or labeled with the County's name or logo) shall be delivered to and become the property of the County. Title to all such carts, and title to all Contractor-provided carts in the possession of Customers, shall be transferred automatically to the County, without further action by either Party, upon the termination or expiration of this Agreement.
- 28.1.6 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Customer that wishes to use them, if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. If the Contractor provides a Mechanical Container to a Multi-Family or Commercial Customer, the Contractor may charge the applicable Rates for the Collection and disposal of Solid Waste. The Rates include the cost of leasing and using the Contractor's Mechanical Containers, except as otherwise provided in Exhibits 3 and 4. Notwithstanding the foregoing, the Contractor may negotiate and charge an appropriate fee for the use of its Compactors. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide to Customers and the County under this Agreement. Mechanical Containers purchased by the Contractor shall remain the property of the Contractor, until the containers are sold.

A Customer may own its Compactor and attached Roll-Off Container, or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer. Notwithstanding the provisions of Section 34.1, below, the term of the Contractor's lease agreements for Compactors may extend beyond the term of this Agreement.

28.2 MAINTENANCE AND REPAIR OF CONTAINERS

- 28.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their own Garbage Cans. Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.
- 28.2.2 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Carts and Recycling Carts, if any, and keeping the carts in a sanitary condition.

The Contractor shall be responsible for purchasing and repairing all of the Garbage Carts and Recycling Carts that the Contractor provides to Customers. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) to ensure the prompt repair of these Garbage Carts and Recycling Carts. The Contractor shall repair or replace any such cart no later than two (2) Operating Days after (a) the

Contractor observes that the cart is defective or (b) the Contractor is informed by a Customer or the Director that the cart needs to be repaired or replaced.

- 28.2.3 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Director, pursuant to Section 29.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a front-load Mechanical Container within two (2) Operating Days after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Director. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

28.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

- 28.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans, if any.
- 28.3.2 Garbage Carts and Recycling Carts – Each Customer shall be responsible for storing their Garbage Carts and Recycling Carts, if any.

The Contractor shall be responsible for purchasing Recycling Carts pursuant to Section 28.1.2, above, and Garbage Carts pursuant to Section 28.2.2, above. These carts shall be delivered by the Contractor to the Customers without charge to the County or the Customer. The Contractor shall deliver the carts to the Customer within two (2) Operating Days after the Contractor receives a request for them from the Customer or the Director.

No later than the Commencement Date, the Contractor shall coordinate with the Director to ensure that the Contractor orders and maintains an inventory of Garbage Carts and Recycling Carts in the Contractor's local office that is sufficient to satisfy the Contractor's obligations under this Agreement. Until the carts are delivered to Customers, the Contractor shall be responsible for the storage of the Garbage Carts and Recycling Carts.

28.3.3 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within two (2) Operating Days after receiving a request for a Mechanical Container from the Director or a Customer.

28.3.4 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer’s Collection Container within two (2) Operating Days after being informed by the Director or a 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.

28.4 EXCHANGE OF CARTS AND CONTAINERS

Subject to the conditions herein, the Recycling Carts provided by the Contractor to Curbside Customers shall be approximately sixty-four (64) gallons in size. The Recycling Carts provided by the Contractor to Multi-Family Mechanical Container Customers shall be approximately ninety-six (96) gallons in size.

Subject to the conditions herein, the Contractor shall deliver a different Recycling Cart to any Curbside Customer that wishes to exchange their cart for one that is ninety-six (96) gallons in size. A Curbside Customer shall be allowed to exchange their Recycling Cart for a larger size, without paying any fee, one time only, if the Customer delivers a written request for an exchange to the Contractor within ninety (90) days after the Customer receives the cart. In such cases, the Contractor shall deliver a ninety-six (96) gallon Recycling Cart to the Customer within thirty (30) calendar days after receiving the Customer’s request. If a Curbside Customer fails to deliver a timely written request to the Contractor, the Contractor may charge a delivery fee for exchanging the Customer’s cart and delivering a larger cart to the Customer’s Premises. The Contractor’s delivery fee shall be Twenty-Five Dollars (\$25.00) per delivery (i.e., not per cart). No delivery fee shall be charged if the Customer picks up the cart at the Contractor’s local office in Martin County.

The Contractor shall exchange a Mechanical Container when an exchange is requested by the Director or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested container within two (2) Operating Days after receiving the Customer’s request. There shall be no charge for exchanging a Mechanical Container.

28.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

28.5.1 Recycling Carts – The Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately ninety-six (96) or sixty-four (64) gallons, as applicable; (b) be hot-stamped or labeled with the County’s logo, in accordance with the specifications provided by the Director; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor’s Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. The Director may require the lid to be hot-stamped, rather than labelled with stickers and decals, with instructions concerning the Program Materials that may be placed in the cart.

Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling, but the color of Garbage Carts (e.g., black) shall be different than the color of Recycling Carts (e.g., blue; green).

Each Recycling Cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels (if any) on the Recycling Carts on an as-needed basis, subject to the Director's approval. The Contractor shall provide the Director with the manufacturer's specification sheets for the Recycling Carts before the Contractor orders the carts from the manufacturer.

28.5.2 Minimum Warranty for Carts – Each Recycling Cart shall be protected by a manufacturer's warranty with a minimum duration of ten (10) years. The warranty shall explicitly provide that the warranty is transferable to and enforceable by the County, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Director before any carts are ordered by the Contractor. The Contractor shall comply with the warranty requirements in Section 11 of Exhibit 8 (Specifications for Recycling Carts).

28.5.3 Minimum Specifications for Carts – All Recycling Carts purchased by the Contractor shall, at a minimum, comply with the requirements set forth in Exhibit 8 (Specifications for Recycling Carts). The Director may waive any of the requirements in Exhibit 8, upon a showing of good cause.

28.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Director. Mechanical Containers shall have attached lids, unless the Director approves a different design for a particular use or they are open top Roll-Off Containers used for the Collection of Construction and Demolition Waste. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-Off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for each Mechanical Container, upon the request of the Director or a Customer. Mechanical Containers used for Recycling shall be painted a different color than Mechanical Containers used to collect Garbage and Rubbish. In the alternative, Mechanical Containers used for Recycling shall have distinctive labeling or other features to readily identify their use for Recycling. The colors and labeling for such Mechanical Containers shall be subject to the approval of the Director.

SECTION 29: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

29.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

29.1.1 In general, the Contractor shall use clean, safe, well-maintained, and relatively new trucks whenever providing Collection Service pursuant to this Agreement. 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, type, and weight) with, and appropriate for, the areas where such vehicles and equipment are used. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, unmaintained roads, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment. For example, smaller vehicles or specialty equipment may need to be used to provide Collection Service on narrow roads or alleys designated by the Director.

- 29.1.2 The 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.
- 29.1.3 All of the 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.
- 29.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. Each 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 net 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 twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 29.1.5 All Collection vehicles shall be painted a uniform color and in a uniform style. All Collection vehicles shall have painted sides, wraps, or signs on two (2) sides, stating "Proudly Serving Martin County" or alternate language approved by the Director.
- 29.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the County.

29.2 DEDICATED FLEET FOR COUNTY

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

29.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

All of the Collection vehicles used by the Contractor shall be new (i.e., 2020 or later model year) on the Commencement Date. No Collection vehicle used by the Contractor under this Agreement shall be more than eight (8) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than ten (10) years old. The age of a vehicle shall be calculated from the model year of the vehicle. The Administrator may waive one or more of the age requirements in this Section 29.3 (except for the requirement to provide new vehicles on the Commencement Date) if the Contractor demonstrates to the Administrator's reasonable satisfaction that a Collection vehicle is capable of providing safe and reliable service (e.g., the vehicle recently was refurbished satisfactorily or the vehicle has very little wear and tear).

29.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- 29.4.1 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 functional fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) an functional and audible back-up warning device; and (f) a functional back-up camera. 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.
- 29.4.2 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 Division Manager.
- 29.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Director, upon request, in compliance with the requirements in Section 35.2.9, below.

29.5 RESERVE VEHICLES AND EQUIPMENT

- 29.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete each Route in compliance with 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 Routes within the established hours of Collection.
- 29.5.2 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.

29.6 MAINTENANCE AND CLEANING

- 29.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be emptied, washed (if needed), and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Director approves an alternate cleaning procedure or schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 29.6.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.

- 29.6.3 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.
- 29.6.4 Upon the request of a Customer or the Director, the Contractor shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the Customer or the County. However, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any Operating Year, unless the Director instructs the Contractor to do so.

29.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

- 29.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) 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 four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.
- 29.7.2 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 four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the County's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably delayed or withheld.
- 29.7.3 The Contractor shall label each Mechanical Container with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and/or numbers that are at least four (4) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at a Customer's site. The labels must be painted or permanently affixed to the Mechanical Container and legible at all times.
- 29.7.4 All Compactors owned or collected by the Contractor pursuant to this Agreement must be labelled in compliance with the requirements in Section 29.7.3, above. If a Compactor is used to provide Collection Service to a Multi-Family Dwelling, the label on that Compactor must identify the name of the Multi-Family Dwelling where the Compactor is used. The Contractor shall not collect or use any Compactor that fails to comply with the requirements in this Section 29.7.4.
- 29.7.5 If a Mechanical Container is used to provide valet services, the label on the Mechanical Container must identify the name of the community, subdivision, or Multi-Family Dwelling that is receiving the valet services. This requirement is in addition to the labelling requirements in Section 29.7.3, above.

29.8 COMPLIANCE WITH THE LAWS APPLICABLE TO VEHICLES

- 29.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- 29.8.2 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.
- 29.8.3 All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

29.9 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

- 29.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The County has the right, but not the obligation, to inspect each Collection vehicle each day, prior to its use in the County.
- 29.9.2 The Director has the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Director also may require the Contractor to immediately clean, wash, paint, repair, or otherwise maintain any Collection vehicle, Collection Container, or other equipment when the Director concludes that such action is necessary to comply with the high standards established in this Agreement. If the Director requests such action, the Contractor shall comply with the Director's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Director may require the Contractor to pressure spray and promptly clean any location where one of the Contractor's vehicles or Collection Containers leaked fluids or spilled Solid Waste and thereby stained soils or pavement, or created an odorous or nuisance condition.

29.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

The Contractor shall provide a local storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The Contractor's storage yard, garage, and maintenance facility must be located within Martin County or an adjacent county (Palm Beach County, St. Lucie County, or Okeechobee County). The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

29.11 TRANSPONDERS FOR COLLECTION VEHICLES

The Contractor shall purchase and install a transponder in each of its Collection vehicles so that the Contractor can use the automated scales at the scale house serving the County's Transfer Station. The transponder on each Collection vehicle shall be operational whenever the vehicle enters or leaves the County's scale house. The Contractor shall keep at least two (2) spare transponders at the scale house at all times. The County shall sell the transponders to the Contractor at the County's cost, without mark-up.

SECTION 30: CONTRACTOR'S PERSONNEL

30.1 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 comply with the requirements herein.

30.2 DIVISION MANAGER

The Contractor shall appoint an employee to serve as the Division Manager. The Division Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The Division Manager must have at least five (5) years of prior managerial experience providing for the collection of residential and commercial waste in a community that has at least thirty thousand (30,000) single family dwellings. The Division Manager must have the authority to make significant decisions concerning the day-to-day operation of the Contractor's programs under this Agreement. The Division Manager must have direct access to the Contractor's management for resolving problems beyond the Division Manager's authority. At all times during the term of this Agreement, the Division Manager must be immediately accessible to the Director by telephone and electronic mail. The Division Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

30.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement. The Field Supervisor(s) must have at least five (5) years of prior experience supervising drivers and other employees that are responsible for collecting the Solid Waste in a residential community that has at least thirty thousand (30,000) single family dwellings. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every Operating Day, so the Field Supervisor can respond to problems and other events affecting the Contractor's performance under this Agreement. At all times during the term of this Agreement, the Director shall be provided immediate access to the Field Supervisor(s) by telephone and electronic mail.

30.4 EMPLOYEE CONDUCT

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

30.5 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 shirt or uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Director has the right to approve the identifiers or identification furnished by the Contractor.

30.6 ATTIRE FOR EMPLOYEES

The Contractor's employees shall wear proper attire at all times when working under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt or uniform with the Contractor's name or logo, and boots or similar footwear. The Contractor's employees shall wear reflective vests, back braces, goggles, and other safety equipment, if required by Applicable Law.

30.7 REMOVAL OF EMPLOYEES

The Director reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for good cause only. The Director shall meet with the Contractor's Division Manager to discuss the Director's concerns before the Director requests the Division Manager to take any action concerning any employee. 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 or employment contract.

30.8 EMPLOYEE TRAINING AND LICENSES

30.8.1 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.

30.8.2 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.

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

30.9 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.

30.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

The County shall have no obligation to pay or provide any employment benefits to the Contractor's employees. A Person employed by the Contractor shall not be entitled to any rights or privileges granted by the County to the County's employees, such as the County's pension, workers' compensation, unemployment compensation, civil service, or other employee benefits. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to the Contractor's employees.

30.11 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. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior

approval of the Director, which approval shall not be unreasonably withheld. If the Contractor identified a specific subcontractor in its response to the County's RFP (No. 2019-XXXX), that subcontractor shall be deemed to be approved, without any further action by the Director.

30.12 DRUG-FREE WORKPLACE

The Contractor shall promote and maintain a drug-free workplace. The Contractor shall publish a statement notifying its employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace. The statement shall specify the actions that will be taken against employees for violations of this prohibition. A copy of this statement shall be given to each employee that will be providing services under this Agreement.

SECTION 31: CONTRACTOR'S LOCAL OFFICE

- 31.1** On and after the Commencement Date, the Contractor shall maintain a local customer service and dispatch office in Martin 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. However, the Contractor's office does not need to be open on Holidays.
- 31.2** 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. The Contractor's office staff shall be familiar with the County and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office each Operating Day after the Commencement Date and as long thereafter as necessary to ensure the Contractor's compliance with the requirements in this Section 31, as well as Sections 32.1.4 and 32.1.5, below.
- 31.3** The Contractor shall have a toll-free telephone number for calls from Customers in the County. The Contractor's telephone numbers shall be listed in the Contractor's webpage, the Contractor's invoices to customers, and the notices provided pursuant to Sections 36.1, 36.2, 36.3, 36.4, and 36.5 below. 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 in the County or in a "call center" located in the United States. The Contractor's telephone numbers shall be listed in the Contractor's webpage and the two (2) largest telephone directories in the County. The 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.
- 31.4** 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 Director's approval. For the purposes of this Section 31.4, an "emergency" shall mean an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare or the environment. An emergency does not include routine Missed Collections.
- 31.5** All of the people answering the telephones for the Contractor must be fluent in English or Spanish. At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly

to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish. All of the messages on the Contractor's answering machines must be provided in English and Spanish.

- 31.6** The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Director, the Contractor's Division Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.

SECTION 32: CUSTOMER RELATIONS

32.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

32.1.1 The Contractor shall be responsible for receiving all complaints and requests from Customers. If the Contractor receives a complaint or a request from a Customer, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 32.1.4 or 32.1.5, as applicable, and then the Contractor shall promptly initiate its response.

32.1.2 The Division 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 Director and the Director 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 Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Source Separated Recyclable Materials, or Collection Containers;
- Failure to maintain vehicles, Collection Containers, 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.

32.1.3 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 12 p.m. (noon) on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is informed about a Legitimate Complaint after noon on an Operating Day, or at any time on a Saturday, Sunday, or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request and the Director 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.

32.1.4 The Contractor must establish a real-time, web-based system for tracking all complaints. The Contractor's webpage must provide the Contractor's toll-free telephone numbers for reporting complaints. The Contractor's webpage also must provide a link or other means for Customers and the Director to submit complaints to the Contractor by electronic mail (e-mail). The Contractor shall work with the Director to establish a link from the

County's webpage to the Contractor's webpage for complaints. The Contractor shall enter each e-mail and each oral 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 Director 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 provide immediate notice to the Director when a complaint is entered into the Contractor's tracking system. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 35.2.6, below. This tracking system shall be fully operational no later than the deadline set forth in Section 5.2(l), above.

32.1.5 The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Director and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the Director. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the County. The Contractor's system shall provide immediate notice to the Director when a Customer submits a request to the Contractor. This tracking system shall be fully operational no later than the deadline set forth in Section 5.2(k), above.

32.1.6 With regard to the computer systems required pursuant to Sections 32.1.4 and 32.1.5, above, the Contractor is encouraged but not required to design its systems to enable Customers to view the current status of their complaints and requests on-line.

32.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

32.2.1 The Contractor shall promptly notify the Director whenever the Director 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 Director 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.

32.2.2 The Director shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.

32.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the Administrator.

32.2.4 If a request is filed, the Administrator shall act upon such request within thirty (30) days. The Administrator shall provide the Contractor and the Customer an opportunity to present their arguments and evidence concerning the relevant issues. The Administrator

shall notify the Customer, the Contractor, and the Director in writing concerning the Administrator's decision. The Administrator may: (a) confirm, in whole or in part, the Director's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the Administrator deems necessary and appropriate. The Administrator's decision shall be final and shall not be subject to further appeal within the County.

SECTION 33: CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

33.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Director shall have twenty-four (24) hour access to the Contractor's Division Manager and Field Supervisor via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Field Supervisor shall not satisfy the requirements of this Section 33.1. The Contractor's Division Manager shall meet with the Director 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 Director.

33.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

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

33.3 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The County 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 County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

33.4 COUNTY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the County 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.

33.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure the proper Collection of Solid Waste and Source Separated Recyclable Materials in the Service Area. If the Director instructs the Contractor to collect Solid Waste and/or Source Separated Recyclable Materials pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives

the Director's request, the County may collect such material using its own resources or by using a third party vendor. The County may deduct the cost of collecting such material from the County's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste and/or Source Separated Recyclable Materials. If the Contractor collects the Solid Waste and/or Source Separated Recyclable Materials pursuant to the request of the Director and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the County shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

SECTION 34: CONTRACTS FOR COMMERCIAL COLLECTION SERVICE AND MULTI-FAMILY DWELLINGS

34.1 CONTRACTS FOR COMMERCIAL COLLECTION SERVICE

The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the County's franchised hauler before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Director for approval on or before the deadline set forth in Section 5.2(f), above, and whenever the Contractor proposes to change the form's content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement, except as otherwise provided in Section 28.1.6, above. The Director shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection Service; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Director:

REGULATION BY COUNTY

This contract for the collection of solid waste is regulated by Martin County. If you have any questions or concerns regarding the terms in this contract, you may call XYZ, Inc. at (772) _____ or the County at (772) 221-1434 for assistance.

COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

You may provide your own compactor and roll-off container for the collection of the solid waste you generate, if your compactor and container are the type that can be serviced by XYZ's collection equipment. In the alternative, you may obtain a compactor and mechanical container from XYZ. In all cases, the compactor and mechanical container must be maintained in a safe, sanitary, serviceable condition by the owner of the compactor and mechanical container.

RATES FOR SERVICES

The County has approved standard rates for the collection of solid waste and for certain special services. Under this contract, you will pay the following rates for the Contractor's services. However, the County has the right to review and approve any charge the Contractor wishes to impose for any service.

RECYCLING SERVICES

Upon request, XYZ will conduct an audit of your operations to determine whether it would be cost-effective for you to implement or expand a recycling program at your business. You may use XYZ or any other company to collect your recyclable materials.

On or before October 1 of each Operating Year, the Contractor shall provide each Commercial Customer with a copy of the disclosure statement. The disclosure statement may be incorporated into the Contractor's invoices to its Commercial Customers or it may be distributed as a separate document.

34.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers, the Contractor shall be presumed to have disclosed its Rates if the Contractor provided notice in compliance with Section 36 prior to the Commencement Date. This presumption shall expire on April 1, 2021. Thereafter, if a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

34.3 ADVANCE PAYMENTS FOR NEW CUSTOMERS

At its option, the Contractor may inform a New Customer that Commercial Collection Service cannot be provided to the Customer until the Contractor receives an advance payment equal to the value of the Commercial Collection Service that will be provided to the Customer for one (1) month. The Contractor is not required to provide Collection Service to a New Customer until the Contractor receives an appropriate advance payment from the Customer.

34.4 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER

On and after the Commencement Date, the Contractor shall provide its Collection Services to each existing Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within two (2) Operating Days after the Contractor receives a request for service from a New Customer that has signed a service contract with the Contractor and paid the applicable fee to the Contractor for Collection Service.

34.5 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER

Subject to the conditions in this Section 34.5, the Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection

Service. However, the Contractor shall not terminate Collection Service to a Customer unless: (a) the Contractor provides written notice to the Customer warning the Customer of the potential termination of service, at least fourteen (14) days before the Contractor terminates service; and (b) the Customer's bill is at least forty-five (45) days overdue when service is terminated. The Contractor also must provide written notice to the Director at least fourteen (14) days before service is terminated to the Customer. Upon being notified, the County shall take whatever action it deems appropriate to enforce compliance with the County's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

34.6 RECYCLING AND WASTE AUDITS FOR COMMERCIAL CUSTOMERS

34.6.1 Any Commercial Customer may request, and upon request shall receive, a free audit to determine whether there are reasonable and cost-effective measures that a Customer should implement to reduce the amount of money the Customer pays for the Collection and disposal of their Solid Waste. The Contractor shall conduct the audit within thirty (30) Days after the audit is requested by the Customer. Among other things, the Contractor shall determine whether it is reasonable and cost-effective for the Customer to: (a) implement a Recycling program to reduce the amount of Solid Waste the Customer generates; (b) reduce the frequency of Collection Service the Customer receives; (c) reduce the size of the Collection Container the Customer uses; (d) change the type of Collection Container the Customer uses; or (e) take other steps to reduce the cost of the Collection Service the Customer receives. The Contractor shall provide its conclusions and recommendations to the Customer promptly after the Contractor conducts the audit. Upon the Customer's request, the Contractor shall provide its conclusions and recommendations to the Customer in writing. The Customer shall be solely responsible for deciding whether, and the extent to which, the Customer wishes to implement the recommendations made by the Contractor.

34.6.2 At its option, the Contractor may approach any Commercial Customer and offer to perform a free audit for the Customer in compliance with Section 34.6.2, above.

34.7 REQUIREMENTS FOR MULTI-FAMILY DWELLINGS

All of the requirements in Sections 34.1 through 34.6, above, also shall apply to the Contractor when dealing with Customers that own or manage Multi-Family Dwellings. For the purposes of this Section 34.7, such Customers shall have the same rights, remedies, and obligations as Commercial Customers. However, the Contractor shall obtain the County's prior written approval before the Contractor (a) offers to conduct an audit pursuant to Section 34.6 at a Multi-Family Dwelling, or (b) begins to collect Recyclable Materials at a Multi-Family Dwelling that was not previously approved for such service.

SECTION 35: RECORD KEEPING AND REPORTING

35.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

35.1.1 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 approved by the County for at least five (5) years following the expiration or termination of this Agreement.

- 35.1.2 All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the Division Manager or other duly authorized representative of the Contractor.
- 35.1.3 The Contractor shall prepare the records and logs identified in Sections 35.2.1, 35.2.2, 35.2.3, 35.2.5, 35.2.6, 35.2.7, 35.2.8, and 35.2.9 of this Agreement. The Contractor is encouraged to maintain the log identified in Section 35.2.4, but the Contractor shall not be required to do so, unless the Director concludes that the reporting requirements in Section 35.2.4 must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.
- 35.1.4 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 Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

35.2 SPECIFIC RECORD KEEPING REQUIREMENTS

- 35.2.1 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, including Residential Customers, Commercial Customers, Multi-Family Customers, and Customers receiving Collection Service for Construction and Demolition Waste. At a minimum, the records shall identify: the name and telephone number of each Customer; the street address where each Customer receives Collection Service; the mailing address of each Customer; the Contractor's account number for each Customer; the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer must pay additional fees. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the County pursuant to Section 37, below. The Contractor shall summarize its records in a log.
- 35.2.2 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 County pursuant to Section 37. 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. The Contractor shall keep a copy of the scale house tickets and receipts for each Load. These records shall be summarized in a log.

- 35.2.3 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 pursuant to this Agreement, including the materials collected for the County pursuant to Section 37. 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. The Contractor shall keep a copy of the scale house tickets and receipts for each Load. These records shall be summarized in a log.
- 35.2.4 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 repairs.
- 35.2.5 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.
- 35.2.6 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 County 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.
- 35.2.7 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; a description of the event; the vehicle or equipment number; 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.
- 35.2.8 Cart Log – The Contractor shall maintain records and a log concerning the Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the number of carts provided to Curbside Customers before the Commencement Date and each Operating Month thereafter; the size of each cart delivered to each Customer; the number of carts in the Contractor's inventory, identified by size; the number of carts replaced because they were damaged or worn beyond repair; and the number of carts replaced under warranty. The log shall identify the address of each Customer that received a cart, and the serial number of the cart that was provided to the Customer. The log also shall identify the name and address of each Person that purchased a cart pursuant to Section 40.9, below.
- 35.2.9 GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems (“GPS”) data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at least twelve (12) Operating Months after the GPS data was obtained. The records shall reflect a “ping rate” of every five (5) seconds for the GPS data. Upon the Director's request, the Contractor's records shall be provided to the County in CSV or ASCII tabular format and

shall contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Director. Upon request, the GPS data shall be provided to the County within five (5) Operating Days; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor's performance under the Agreement.

35.3 MONTHLY REPORTS

- 35.3.1 Upon request, the Contractor shall submit monthly reports to the Director. If requested by the Director, the reports shall be submitted no later than the fifteenth (15th) calendar day of each Operating Month during each Operating Year, except during the first Operating Month. At a minimum, the monthly report shall contain the following information for the previous month: (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 Solid Waste collected from Multi-Family and Commercial Customers, respectively, delivered to the Designated Facility pursuant to this Agreement; (c) the total quantity of Construction and Demolition Waste delivered to each Designated Facility pursuant to this Agreement; (d) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (e) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (f) the number of Missed Collections; (g) a summary of each accident involving personal injuries or property damage; (h) the total number of Legitimate Complaints; and (i) the total number of sixty-four (64) gallon Recycling Carts and the total number of thirty-five (35) gallon Recycling Carts that were delivered to Customers during the month. Upon request, the Contractor shall provide copies of the scale house tickets and receipts needed to verify the information provided in the monthly report.
- 35.3.2 The monthly report shall include any information requested by the Director to enable 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.
- 35.3.3 Whenever the Contractor submits a monthly report to the County, the Contractor also shall submit a signed written statement from the Division Manager or their designee, verifying that the monthly report is accurate in all respects. The Division Manager or their designee also shall verify in each monthly 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, except as otherwise noted in the report; and (b) the Contractor's monthly report accurately accounts for all such deliveries.

35.4 ANNUAL REPORTS

The Contractor shall submit an annual report to the Director no later than thirty (30) 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 monthly reports; (b) an updated list of all vehicles and equipment used to provide Collection Service under this Agreement; (c) an updated 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; (i) a summary of all accidents involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 29.3, above. The first annual report shall be submitted to the Director no later than December 1, 2021.

35.5 ACCIDENT REPORTS

The Contractor shall notify the Director of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail to the County's Risk Management Division (772-288-5941) and to the Director within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Director and the County's Risk Management Division within one (1) Operating Day of the accident date. If any issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Operating Days following the ultimate disposition of the case. The initial notice and subsequent 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.

35.6 COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

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

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except: (a) the Contractor's confidential personnel records; (b) the Contractor's confidential profit and loss statements; (c) trade secrets, as defined in Section 812.081(1)(c), Florida Statutes; (d) documents that are exempt from disclosure under Florida's public records laws; and (e) documents that are privileged and confidential pursuant to Florida law, including documents that contain attorney-client communications or attorney work product. The Contractor's records shall be made available for inspection in the County during normal business hours, or the records shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Director requests the records.

35.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained

within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws. If the Contractor claims that any documents provided to the County are exempt from Florida's public records laws, the Contractor must identify specifically any information that the Contractor considers confidential, proprietary, or trade secrets, and the Contractor must specifically cite the applicable law creating such exemption. In the event that the County is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Contractor as exempt from disclosure, the County shall notify the Contractor and provide the Contractor with an opportunity to seek an appropriate protective order or other relief. The County may disclose any document in accordance with a lawful court or agency order, in the event that the Contractor fails to obtain a protective order or other appropriate relief barring the disclosure of the Contractor's documents.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the County's custodian of public records with questions regarding the application of the public records law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor advice regarding its legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the public records custodian changes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. 772-419-6959; E-MAIL: PUBLIC_RECORDS @MARTIN.FL.US; MAILING ADDRESS: 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.

(d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 35 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 36: PUBLIC NOTICES

The Contractor shall provide the following notices and educational services to help inform the public about the County's Solid Waste management system. The Contractor shall work closely with the County when preparing the notices, educational materials, and promotional information required pursuant to this Section 36. The design and content of the notices, educational materials, and promotional information shall be subject to the Director's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, and delivering the notices and otherwise providing the educational services required herein. The Contractor will coordinate with the Director to ensure that all of the notices required herein are posted on the Contractor's webpage and, when possible, on the County's webpage.

36.1 NOTICE FOR COMMENCEMENT OF SERVICE

The Contractor shall design, print, and deliver a notice to each Customer concerning the Contractor's Collection Services under this Agreement. This notice shall be provided to all Commercial Customers and Multi-Family Customers at least twenty (20) days before the Commencement Date. This notice shall be provided to all Residential Customers at least seven (7) days before the Commencement Date. 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 Director. The notice also may provide other relevant information concerning the Contractor's services.

In addition to the notices required above, the Contractor shall give notice to the owner (or the owner's agent) of each Multi-Family Dwelling where Garbage is collected with Mechanical Containers. The notice shall state that this Agreement does not require the Contractor to collect Bulky Waste from such Multi-Family Dwellings and, therefore, the owner (or the owner's agent) will need to enter into a contract with the Contractor or another Person for the Collection of the Bulky Waste generated at the owner's Multi-Family Dwelling. This notice must be delivered at least thirty (30) days before the Commencement Date.

36.2 ANNUAL NOTICE TO CUSTOMERS

The Contractor shall design, print, and deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service pursuant to Section 36.1, above, but the annual notice shall be updated, as necessary. The Contractor shall provide the annual notice in October of each Operating Year, except the First Operating Year.

36.3 NOTICES FOR NEW RESIDENTIAL AND MULTI-FAMILY CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Residential Customer and New Multi-Family Customers. At a minimum, the notice for New Residential and Multi-Family Customers shall include the same general information that is contained in the notice provided pursuant to Section 36.1, above. The notice shall be delivered no later than the date when the Contractor begins to provide Collection Service to the New Customer.

36.4 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after the Commencement Date. An electronic (digital) copy of the draft notice shall be submitted to the Director for review and approval at least thirty (30) days 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. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change.

36.5 NOTICES FOR HOLIDAYS

The Contractor shall provide notice to each Customer that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Contractor shall publish the notice in the newspaper of general circulation that has the largest number of subscriptions in Martin County. The newspaper notice shall be published at least five (5) days before the Holiday. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the Holiday.

SECTION 37: CONTRACTOR'S SERVICES FOR THE COUNTY

37.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the County, without charge, at certain County facilities and other public locations designated by the Director. The Contractor also shall collect litter and non-hazardous Solid Waste at illegal dump sites. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, maintaining, and using Collection Containers, except as otherwise explicitly provided herein.

With regard to the Contractor's services for the County, the Director shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The Director shall have the right to increase or decrease the number of Collection Containers at any location, as well as the right to add new locations for the placement of Collection Containers.

At a minimum, the Contractor's Collection Services for the County's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage and Rubbish shall be collected twice each week;
- (b) Source Separated Recyclable Materials shall be collected once each week; and
- (c) Mechanical Containers shall be emptied by the Contractor whenever the Mechanical Containers are full.

If the Director informs the Contractor before 12 p.m. (noon) on an Operating Day that a Mechanical Container used by the County is full, the Contractor shall empty the container on the same day. If the Director informs the Contractor after noon, the Contractor shall empty the Mechanical Container before noon on the next Operating Day. The Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Director determines the current level of service is inadequate.

37.2 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT COUNTY FACILITIES

The Contractor shall collect of the Garbage, Rubbish, and Source Separated Recyclable Materials generated on any property that is owned, occupied, leased, or controlled by the County at any time during the term of this Agreement. Exhibit 10 identifies the County properties that, as of the Effective Date, shall receive Collection Service. Exhibit 10 also identifies the type and frequency of Collection Service to be provided to each County property, beginning on the Commencement Date. The Contractor's obligations under this Section 37.2 include the Collection of Garbage, Rubbish, and Source Separated Recyclable Materials that are collected by the County at other locations as a result of the County's operations and then transported to the County properties identified in Exhibit 10. The Director may add properties to Exhibit 10 if the properties are acquired, occupied, leased, or controlled by the County after the Effective Date. The Director shall provide advance notice to the Contractor concerning any properties that will be added to Exhibit 10 and the Director shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties. The County's payments to the Contractor shall not change as a result of adding new properties to Exhibit 10, except as provided in Section 37.7, below.

37.3 COLLECTION SERVICE FOR LITTER AND ILLEGAL DUMPING

If requested by the Director, the Contractor shall collect and dispose of litter and other non-hazardous Solid Waste, including Bulky Waste, that has been disposed of without authorization on a public right-of-way, park, or other public property. The Contractor is not obligated to collect litter or other materials from illegal dumping on private property. The Contractor shall provide its Collection Services no later than the next Operating Day after receiving the Director's request for such services. However, this Section 37.3 does not require the Contractor to collect: (a) more than two thousand (2,000) pounds of litter or other non-hazardous Solid Waste at any location; (b) any materials located more than one hundred (100) feet from a public road or right-of-way; or (c) any single item that weighs more than fifty (50) pounds. The County shall be responsible for the collection and disposal of any litter or waste material that does not comply with the specifications in (a), (b), and (c), above.

The Director also may request, and the Contractor shall provide, immediate Collection Service for Bulky Waste and Yard Waste if the Director concludes that the waste materials pose an imminent

threat to the public health, safety and welfare (e.g., due to glass or sharp objects in the Bulky Waste). However, nothing herein requires the Contractor to collect Hazardous Material; the management of such material shall be governed by Section 15.5, above.

37.4 EDUCATIONAL ACTIVITIES

The County wants to enhance the County's integrated Solid Waste management programs and practices, including Recycling. The Contractor shall help the County by providing technical advice and assistance concerning these programs. The Contractor also shall help the County develop educational programs and materials to promote the County's Recycling and sustainability initiatives. Further, the Contractor shall make presentations about these topics to schools, civic groups, homeowners associations, and other groups when requested to do so by the Director, up to a maximum of twelve (12) times each Operating Year. However, the Contractor is not obligated to make any out-of-pocket expenditures to comply with the requirements in this Section 37.4.

37.5 PUBLIC DROP-OFF LOCATIONS FOR RECYCLABLE MATERIALS

The Contractor shall provide Collection Service for Source Separated Recyclable Materials at three (3) locations in the Service Area that will be used as public drop-off sites. The Director shall designate the locations of the drop-off sites. The Contractor shall collect the Source Separated Recyclable Materials at these public locations at least one time each week.

37.6 COLLECTION SERVICES FOR COMMUNITY EVENTS

Each Operating Year the Contractor shall provide Collection Service for up to twelve (12) Community Events that are designated by the Director, including but not limited to the County's Fourth of July celebration. The Contractor shall provide Collection Containers, including Recycling Containers, for each of the Community Events. The Director shall designate the number, size, and types of containers required for each event, and the locations where the containers will be placed.

If the Director requests Collection Service for more than twelve (12) Community Events in one Operating Year, the Contractor shall provide the requested service, but the Contractor may charge the County for its services pursuant to Section 37.7, below.

37.7 CHARGES FOR EXTRA COLLECTION SERVICES

The Contractor shall not be paid a fee for providing its Collection Services to the County pursuant to this Section 37, except in the following instances:

- (a) The Contractor provides Collection Service for more than twelve (12) Community Events in one Operating Year;
- (b) The Contractor collects more than one thousand (1,000) cubic yards of Solid Waste at Community Events in one (1) Operating Year;
- (c) The County adds four (4) or more new locations to the list of County properties identified in Exhibit 10; or
- (d) The County requires the Contractor to collect litter or other Solid Waste pursuant to Section 37.3 on more than twelve (12) occasions in one Operating Year.

In all such cases, the charges for the Contractor's Collection Services shall be negotiated with the County before the Contractor provides any Collection Service that would require payment pursuant to this Section 37.7. No payment from the County shall be required for any such service unless the Contractor advises the County in advance that the requested service may exceed one of the thresholds identified in (a), (b), (c), or (d), above, and the County confirms in writing that the County wants the Contractor to provide its Collection Service, based on the negotiated Rates. The Contractor's charges for its Collection Services shall be consistent with the Rates set forth in Exhibits 3 and 4, below, and shall not exceed the amount charged by the Contractor when providing similar services to other Persons.

SECTION 38: CONTRACTOR'S EMERGENCY SERVICES

38.1 COLLECTION OF GARBAGE AFTER A DISASTER

When a hurricane is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide Collection Service in compliance with this Agreement until: (a) the County or the State of Florida declares a "State of Emergency" for Martin County; (b) the Director and the Contractor agree that Collection Service should be suspended due to unsafe operating conditions; or (c) Collection Service must be suspended pursuant to Applicable Law. Following a hurricane, tornado, or other natural or manmade 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 determined by the Director. The Contractor shall immediately resume its Collection Services for Bulky Waste, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days after being directed to do so by the Director. Until the Contractor resumes normal Collection Service, the Contractor's work for the County shall be the Contractor's highest priority. When the Director is determining whether to suspend or resume the Contractor's Collection Service, the Director shall carefully consider the safety of the Contractor's employees and equipment, in addition to the safety of the other members of the community.

38.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or manmade disaster, the Director 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 Director. 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 Director 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.

38.3 COLLECTION OF DISASTER DEBRIS

38.3.1 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 the County's Disaster Debris Contract in accordance with the County's emergency management plan, or the County may utilize County personnel and equipment, for the Collection of Disaster Debris.

38.3.2 If the Federal Emergency Management Agency declares that Martin County is a federal disaster area, the County shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The County may use its staff and/or any other Person to assist the County with the Collection of Disaster Debris. The County shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster. The County shall have the sole authority to determine the extent of the clean-up that will be conducted by the County and its agents. When the County's tasks under this paragraph have been completed, as determined by the Director, the Director shall notify the Contractor to resume all of its normal Collection Services. Thereafter, the Contractor shall collect the Solid Waste that is Set Out for Collection and the Contractor shall be paid the Rates set forth in Exhibits 2, 3, and 4 for Collection Services.

38.4 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 disrupts the Contractor's normal operations (e.g., 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 will take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan must be submitted to the Director on or before the Commencement Date, in compliance with the schedule in Section 5.2(h). The Contingency Plan shall be updated annually, if necessary, and resubmitted to the Director (a) with the Contractor's annual report and (b) within ten (10) days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's right, but not the obligation, to review and comment.

38.5 COUNTY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Director, 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 the County's efforts, including but not limited to Collection schedules and Routes. The Director 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.

SECTION 39: RATES FOR CONTRACTOR'S SERVICES

39.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibits 2, 3, and 4 are the maximum amounts that may be charged for the Collection Services provided by the Contractor pursuant to this Agreement, subject only to the adjustments that are expressly authorized herein. These Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the Service Area after the Commencement Date. The Contractor shall utilize the Rates in Exhibits 2, 3, and 4, and no others, when billing Customers and the County under this Agreement.

The Contractor shall charge the same Rate for all Residential Customers, regardless of the number of Garbage Cans and Recycling Carts a Customer may use. The Contractor shall not charge an additional fee or increased Rate simply because a Residential Customer uses more than one Garbage Can or Recycling Cart. The Contractor shall not charge a Residential or Multi-Family Customer for the Collection of Source Separated Recyclable Materials if the Director has suspended or terminated such service pursuant to Section 16.4, above.

39.2 RATES FOR SPECIAL COLLECTION SERVICES

The Rates for some Special Collection Services have been set by the County, as shown in Exhibit 2, 3 and 4. The Rates for Special Collection Services involving the use of a Mechanical Container shall not exceed the Rates shown in Exhibit 3 for comparable Commercial Collection Services, unless the Rate is provided in Exhibits 2, 3, or 4. The Rates for other Special Collection Services, such as the Collection of Land Clearing Debris, are subject to negotiation between the Customer and the Contractor. If the Customer and the Contractor disagree about the Rate for any Collection Service, the Customer may request the Director to resolve the dispute pursuant to Section 32.2, above.

If the Contractor provides Back Door Service to a disabled Customer pursuant to Section 7.7.1, the Contractor shall be paid the Rate for Residential Collection Service at Curbside, but the Contractor shall not receive any additional Rate or fee for the Back Door Service. If the Contractor provides Back Door Service to a Curbside Customer pursuant to Section 7.7.2, the Contractor shall be paid the Rate for Collection Service at Curbside, plus the negotiated Rate for Back Door Service.

39.3 RATES FOR RECYCLING BY COMMERCIAL CUSTOMERS

The County wants to promote Recycling by Commercial Customers. Accordingly, the Rates for the Collection of Source Separated Recyclable Materials generated by Commercial Customers may be negotiated between the Contractor and the Commercial Customer.

39.4 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES

39.4.1 Subject to the conditions herein, on October 1, 2021, and each October 1 thereafter during the term of this Agreement, the Collection component of the Rates in Exhibits 2 and 3 may be adjusted, upward or downward, by the Director, in an amount that is equal to the percentage change in the Consumer Price Index (“CPI”) during the most recent twelve (12) consecutive month period beginning on January 1 and ending on December 31. For example, with regard to the CPI adjustment on October 1, 2021, the relevant period will be January 1, 2020 through December 31, 2020.

39.4.2 At the County’s option, the percentage change in the CPI may be obtained by consulting the website published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov; see e.g., Data Tools All Urban Consumers (Current Series), Tables). In the alternative, the percentage change in the CPI shall be calculated by the Director 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 January (e.g., January 2021)

CPI 2 is the CPI index number for January in the year before CPI 1 (e.g., January 2020)

39.4.3 A single CPI adjustment to the Collection component of the Rates shall not exceed four percent (4%) and there shall be no “catch up” adjustment to the Collection component of

the Rates in future years (i.e., there will not be an adjustment in the future to offset or mitigate the effect of the four percent (4%) “cap” in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

- 39.4.4 There will not be a CPI adjustment to increase any Rate unless the Contractor delivers a written request for a CPI adjustment to the Director on or before June 1 of the then current Operating Year. For example, the Contractor must request a CPI adjustment to the Rates on or before June 1, 2021 if the Contractor wants one or more of the Rates to increase on October 1, 2021 pursuant to a CPI adjustment. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates 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.
- 39.4.5 In all cases, the CPI adjustment shall occur if the CPI adjustment will reduce the Rates.
- 39.4.6 If the County concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Director shall promptly provide notice to the Contractor concerning the CPI adjustment. The Director also shall provide the Contractor with the County’s calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Director within ten (10) Operating Days if the Contractor disagrees with the Director’s determination or calculations.
- 39.4.7 Exhibit 9 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.
- 39.4.8 If the CPI is discontinued or substantially altered, the Administrator may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.
- 39.4.9 The Rates in Exhibit 4 for Special Collection Services shall not be adjusted for CPI changes.

39.5 RATE ADJUSTMENTS FOR DISPOSAL COSTS

The disposal component of the Rates in Exhibits 2 and 3 shall be adjusted, upward or downward, by the Director whenever there is a change in the Tipping Fees charged at a Designated Facility. Changes in the Tipping Fees shall be a direct pass-through of savings or costs, as the case may be, to the Customers. The Director shall adjust the disposal component of the Rates by the same amount as the adjustment in the Tipping Fees at the Designated Facility. Any such adjustment to the Rates shall take effect at the time when the adjusted Tipping Fees take effect.

As of the Effective Date, the Tipping Fees at the Transfer Station are as follows: (a) the Tipping Fee for Garbage and Rubbish is Sixty Dollars (\$60.00) per ton; (b) the Tipping Fee for Bulky Waste is Forty-Two Dollars (\$42.00) per ton; (c) the Tipping Fee for Yard Waste is Twenty-Six Dollars (\$26.00) per ton; and (d) the Tipping Fee for Construction and Demolition Waste is Forty-Two Dollars (\$42.00) per ton.

39.5.1 For Commercial Customers that do not use a Compactor or a Roll-Off Container for the Collection of Construction and Demolition Waste, the disposal component of their Rate is based on the Tipping Fee (expressed in dollars per ton), the size of the Mechanical Container (measured in cubic yards), the frequency of Collection each week, and a “Weight per Cubic Yard Factor.” In this case, it is assumed that one cubic yard of uncompacted Solid Waste will weigh an average of one hundred thirty-three (133) pounds. If there is a change in the Tipping Fee at the Designated Facility, the change in the monthly disposal component portion of the Rate shall be calculated by using the following formula:

$$\text{(Weight Per Cubic Yard Factor/2,000 pounds) x the amount of the change in the Tipping Fee (measured in dollars) x the size of the Mechanical Container x the frequency of Collection each week x 4.33}$$

39.5.2 If a Commercial Customer uses a Compactor attached to a Roll-Off Container, the disposal component of the Rate is equal to the disposal component of the Rate for uncompacted waste, as calculated pursuant to Section 39.5.1, above, multiplied by a compaction factor of 3.5.

39.5.3 If a Customer uses a Roll-Off Container for the Collection of Construction and Demolition Waste, the disposal component of the Rate is equal to the actual disposal cost at the Designated Facility.

39.6 RATE ADJUSTMENTS FOR CHANGES IN LAW

39.6.1 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 County 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 County 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 submit the Contractor's request and the Administrator's recommendations to the Board. The Administrator shall place the issue on the agenda for one of the Board's public meetings. The Contractor shall be given a reasonable opportunity at the Board's meeting to explain the basis for its request.

39.6.2 The Board shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 33.4, above. The Board's shall grant, grant in part, or deny the Contractor's request. If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Board. 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.

39.6.3 If a Rate adjustment is approved pursuant to this Section 39.6 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 more than thirty percent (30%) higher than the Rate that was in effect on the Effective Date, the Board may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the

Contractor.

39.7 EXTRAORDINARY RATE ADJUSTMENTS

- 39.7.1 Once each Operating Year, before April 1, the Contractor may file a written request with 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. The Contractor's request shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's request shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the 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 Administrator may request, and the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition. After receiving the necessary information, the Administrator shall place the Contractor's request and the Administrator's recommendations on the agenda for one of the Board's public meetings. The Contractor shall be given a reasonable opportunity at the Board's meeting to explain the basis for its request.
- 39.7.2 The Board shall grant, grant in part, or deny the Contractor's request in a timely manner. The Board may deny the Contractor's request for any reason the Board deems appropriate. The Board's decision shall be final and non-appealable.
- 39.7.3 If the Board grants relief to the Contractor pursuant to this Section 39.7, the Board shall have the right to reconsider the Contractor's request and the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Board may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the County should continue to pay the extraordinary Rate increase. The Board shall provide at least thirty (30) days advance notice and a reasonable opportunity for the Contractor to be heard, before the Board reduces the Contractor's rates.

39.8 RATES FOR DISASTER DEBRIS

If the Administrator wishes to have the Contractor collect Disaster Debris, the County and the Contractor shall enter into a separate contract and the County shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the County and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

39.9 RATE ADJUSTMENTS FOR FRANCHISE FEES

Whenever any Rate is adjusted, the Franchise Fee shall be recalculated and adjusted. Thereafter, the Rate shall include the adjusted Franchise Fee. When the adjusted Rate (including the adjusted

Franchise Fee) takes effect, the Contractor may bill and collect the adjusted Rate from Customers. The Franchise Fee component of the Rates shown in Exhibits 2 and 3 also shall be adjusted whenever the County adjusts its Franchise Fees.

39.10 RATES FOR RENTAL OF COLLECTION CONTAINERS

The Contractor shall not charge or collect a rental fee for the Collection Containers it provides to its Customers, except for (a) the rental of Compactors and (b) and the rental of Mechanical Containers that are used for the Collection of Construction and Demolition Waste, but are not collected for more than four (4) weeks. The Contractor also shall not charge or collect a fee for maintaining or moving a Collection Container, installing locks on a Collection Container, or providing similar services, except as provided in Exhibit 4.

39.11 PAYMENTS FOR SHARED MECHANICAL CONTAINERS AND SHOPPING CENTERS

The Contractor may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively shall not be more than the amounts set forth in the approved Rates, unless the Director approves the Contractor's charges in advance, based on special circumstances. Similarly, the Director may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Containers in the shopping center.

SECTION 40: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

40.1 GENERAL PAYMENT PROVISIONS

Subject to the conditions and limitations contained herein, the County and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the County and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and (a) the fee is identified in Exhibits 2, 3, or 4, or (b) the Agreement explicitly provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 2, 3, or 4 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the County shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provides under this Agreement.

40.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payment is explicitly authorized in this Agreement. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

40.3 BILLING AND PAYMENT PROCEDURES

- 40.3.1 The County shall be responsible for billing and collecting all fees, special assessments, and other charges for the routine Collection Services that are provided to Residential Customers. The Contractor shall bill and collect any fees owed by such Customers for Special Collection Services, the purchase of additional carts, or other Collection Services. The Contractor also shall be responsible for billing and collecting all of the other fees for all of the other services it provides to other Customers pursuant to this Agreement. Among other things, the Contractor shall bill and collect its fees for: (a) the Collection and disposal of Garbage and Rubbish from Multi-Family Customers; (b) the Collection and disposal of Commercial Waste from Commercial Customers; and (c) Special Collection Services provided to any Customers.
- 40.3.2 The County shall pay the Contractor for: (a) the routine Collection Services provided to Customers that reside in Residential Dwellings and receive Collection Service at Curbside; (b) the Collection of Source Separated Recyclable Materials from Customers that reside in Multi-Family Dwellings and receive Collection Service at Curbside; and (c) the Collection of Source Separated Recyclable Materials from Customers that reside in Multi-Family Dwellings and receive Collection Service with Mechanical Containers. The Contractor shall be entitled to payment for these services even if the County does not collect the necessary fees for such services from the County's residents. Except for these Customers and services, the County shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to any Customers.
- 40.3.3 The Contractor shall submit an invoice to the County each month for the Collection Services described in Sections 40.3.2(a), (b), and (c), above. The invoice shall be based on the services performed during the prior Operating Month. The Contractor shall calculate its charges by multiplying the applicable Rates by the number of Customers that received each of the respective Collection Services during the month, as shown by the Customer List. The County shall not be obligated to pay the Contractor for any Customer that has been removed from the Customer List, or any Collection Service that has been suspended or terminated for a Customer, or any Person that has not yet been added to the Customer List. The County's payments shall be sent to the Contractor within forty-five (45) days after the County receives the Contractor's invoice, unless the invoice is incomplete or disputed. All undisputed amounts shall be paid in a timely manner.
- 40.3.4 Pursuant to Section 34.3, above the Contractor may bill its Commercial Customers and Multi-Family Customers in advance for the services it will provide to them. The Customer's bills shall not be due and payable until thirty (30) days after mailing. Interest may accrue and may be charged on delinquent accounts, if and to the extent authorized by Applicable Law.
- 40.3.5 The County shall deduct the following fees and charges from the County's payments to the Contractor: (a) administrative charges assessed pursuant to Section 45, below; (b) any payments for disposal costs that are due pursuant to Section 43, below; (c) Franchise Fees collected pursuant to Section 41.1.3, below; and (d) any other sums that the Contractor owes the County under this Agreement.

40.4 COLLECTION OF DELINQUENT PAYMENTS FROM CUSTOMERS

The Contractor shall be solely responsible for collecting overdue or delinquent payments from the Customers it bills. The County shall not be liable to the Contractor for any uncollected or delinquent accounts.

40.5 CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION

The Contractor shall provide all necessary billing information to the County and otherwise advise the County about the amount charged to each Customer each month for Collection Services and disposal services.

40.6 COUNTY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO COUNTY FACILITIES

The Contractor shall not bill the County, and the County shall not pay the Contractor, for the services provided to the County pursuant to Section 37 of this Agreement, except as expressly provided in Section 37.7. The County's payments (if any), pursuant to Section 37.7, will be based on the Rates set forth in Exhibit 3. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service.

40.7 COUNTY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the County pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Director to rectify the mistake. The County 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 County shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the County received the Contractor's notice of the error.

40.8 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY

The County shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in this Section 40. The Contractor shall have no right to any revenues or funds obtained by the County from any other sources, including but not limited to funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

40.9 PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS

The County and the Customers are not required to pay the Contractor for purchasing, assembling, delivering, repairing, replacing, or otherwise providing any of the Garbage Carts or Recycling Carts that the Contractor provides to the County or Customers pursuant to this Agreement, except as explicitly provided in Sections 28.1.3, and 28.4, above.

40.10 PAYMENTS FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Service shall be charged and paid in addition to the Rates for the routine Collection Services received by Customers. The Contractor shall bill the Customers and collect 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 of Solid Waste collected by the Contractor when providing Special Collection Services. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the County requested the service and agreed to pay the applicable Rate before the Contractor provided its service.

SECTION 41: PAYMENTS TO THE COUNTY

41.1 FRANCHISE FEES

41.1.1 The Contractor shall pay Franchise Fees to the County in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the exclusive right to provide Collection Services to Residential, Multi-Family, and Commercial Customers in the County. The Franchise Fees may be changed from time-to-time, as deemed appropriate by the Board.

41.1.2 The Franchise Fees shall be equal to five percent (5%) of the Gross Revenues, net of Franchise Fees, collected by the Contractor pursuant to this Agreement. The following hypothetical example demonstrates how the Franchise Fee shall be calculated:

Gross Rate for Residential Customers (including Franchise Fee):	\$13.17
(Gross Rate reduced to Rate paid to Contractor)	÷105%
Rate (Net of Franchise Fees) paid to the Contractor	= \$12.54
Franchise Fees (5%)	x 5%
Franchise Fee paid to Martin County	= \$0.63

In this hypothetical example, the Contractor shall be paid Twelve Dollars and Fifty-Four Cents (\$12.54) and the County shall be paid a Franchise Fee of Sixty-Three Cents (\$0.63). The same methodology shall be used to calculate the Franchise Fee applicable to the Rates paid by other Customers for other services.

41.1.3 The Franchise Fees shall be deducted from the County’s monthly payments to the Contractor for the Collection Services provided to Residential Customers, as described in Section 40.3.5, above.

41.1.4 On or before the fifteenth (15th) day of each Operating Month, the Contractor shall deliver to the County a report that summarizes the Contractor’s Collection Services during the prior Operating Month, and shows the amount of the Franchise Fees to be paid by the Contractor to the County. The format and content of the report shall be subject to the approval of the County’s Chief Financial Officer or their designee. The report shall include, but is not limited to: the name and service address of each Customer; the account number of each Customer; the exact services provided to each Customer; the size of each Collection Container used and the frequency of Collection Service; the amount billed to each Customer; and the amount paid by each Customer. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the County’s computer software programs

41.1.5 At its option, the County may require the Contractor to provide the Director with a supplemental report concerning the Franchise Fees paid to the County during part or all of any Operating Year. The report shall be prepared by an independent certified public accounting firm that is acceptable to the County. The report shall be based on the firm's review of the Contractor's records and shall be prepared in accordance with generally accepted accounting principles. The report shall identify the amount of the Franchise Fees that were paid by the Contractor during the Operating Year and the amount that was due under this Agreement. The report shall be submitted within ninety (90) days after it is requested.

41.2 PUBLIC NOTICES AND EDUCATION

The Contractor shall pay Twenty-Five Thousand Dollars (\$25,000) to the County each Operating Year to reimburse the County for the public notices and educational services provided by the County concerning the County's Solid Waste management and Recycling programs. This sum will be deducted from the County's payment to the Contractor for the Collection Services provided during the first Operating Month of each Operating Year.

41.3 OTHER PAYMENTS

The County shall submit invoices to the Contractor for any fee or charge that is due and owed to the County from the Contractor, except for the payments otherwise addressed in this Section 41. The Contractor shall pay the County's invoice within thirty (30) calendar days after receipt.

SECTION 42: RECYCLING REVENUES FOR COUNTY

Pursuant to Section 20, above, all of the Source Separated Recyclable Materials collected by the Contractor under this Agreement shall be delivered to a Designated Facility owned by the County. The County intends to process, market, and sell the Source Separated Recyclable Materials. The County shall receive and keep all of the revenues derived from the sale of the Source Separated Recyclable Materials. The Contractor shall not keep or sell any such materials.

SECTION 43: PAYMENT OF TIPPING FEES AND PROCESSING FEES

43.1 The County shall pay the Tipping Fees for the disposal of Residential Waste collected from Residential Customers pursuant to this Agreement. Except as otherwise provided herein, the County also shall pay the fees for processing and/or disposing of the Source Separated Recyclable Materials collected from Multi-Family Customers.

43.2 Except as provided in Section 43.1, above, the Contractor shall pay the Tipping Fees for the disposal of all of the Solid Waste and other materials collected by the Contractor under this Agreement. Among other things, the Contractor shall pay the Tipping Fees for the disposal of the Solid Waste collected from: (a) Customers that reside in Multi-Family Dwellings and receive Collection Service at Curbside; (b) Customers that reside in Multi-Family Dwellings and receive Collection Service with Mechanical Containers; and (c) Commercial Customers. The Contractor also shall pay the Tipping Fees for the Solid Waste (if any) collected from Multi-Family Dwellings in vehicles used to collect Solid Waste from residential Customers, as described in Section 14.6, above.

43.3 On or before the tenth day of each Operating Month, the Contractor shall pay all of the Tipping Fees for the Solid Waste the Contractor delivered to the County's Solid Waste management facilities during

the prior Operating Month. The Contractor's payments to the County shall be based on the County's scale house records concerning the total weight of the materials delivered to the County's facilities by the Contractor. The total amount of the Tipping Fees shall be calculated by using the applicable fees and charges approved by the Board, as amended.

SECTION 44: VERIFICATION OF PAYMENT AMOUNTS

- 44.1** The County's acceptance of any payment from the Contractor, or the County's 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 County may have for additional sums payable from the Contractor.
- 44.2** At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus Interest.
- 44.3** At its expense, the County 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.

SECTION 45: ADMINISTRATIVE CHARGES

45.1 BASIS FOR ADMINISTRATIVE CHARGES

The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 45 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County 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 Contractor and County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate and will help the Parties accomplish their mutual goal of providing certainty about such matters. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

45.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

- 45.2.1** The Director shall conduct a preliminary evaluation of the relevant facts before the Director decides whether administrative charges should be assessed against the Contractor. At a minimum, the Director 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 Director shall determine whether administrative charges should be assessed. However, the County 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 Director or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.
- 45.2.2** Prior to assessing administrative charges, the Director shall provide written notice to the Contractor, indicating the County's intent to assess administrative charges and the basis for the County's position.

- 45.2.3 After receiving the Director's letter, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Director.
- 45.2.4 If a protest is timely filed, the matter shall be referred to the Administrator for resolution. The Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The Administrator's decision shall be final and non-appealable, except as provided in Section 45.2.6.
- 45.2.5 If a protest or petition is not timely filed by the Contractor, or if the Administrator concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Director within twenty (20) days after receiving the written decision of the Director or Administrator, as applicable. If the Contractor fails to pay an administrative charge when due, the County may deduct the administrative charge from the County's monthly payments to the Contractor or withhold the monthly payment until the administrative charge is paid.
- 45.2.6 The procedures in this Section 45 shall be used in lieu of the procedures in Section 50 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Ten Thousand Dollars (\$10,000). If the administrative charges will exceed this threshold, the procedures in Section 50 may be used, at the Contractor's option.

45.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE

In addition to the administrative charges authorized pursuant to Section 45.3, below, the Director shall impose administrative charges for the Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 and 44.3.2, below:

- 45.3.1 Failure to provide purchase orders or other documentation to the County by the deadline in Section 5.2(c), above, confirming that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's local equipment yard no later than the deadline in Section 5.2(c), above. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 45.3.2 Failure to mail or deliver the County-approved brochures and informational materials to all Customers in compliance with the schedules in Section 36.1. For each calendar day of delay, Twenty-Five Dollars (\$25) per Customer shall be assessed against the Contractor, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.
- 45.3.3 Failure to timely file any report, plan, or other document required pursuant to Section 5.2 shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that a report, plan, or document is late. A separate assessment shall be imposed for each report, plan, or document.

45.4 ADMINISTRATIVE CHARGES AFTER COMMENCEMENT DATE

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

- 45.4.1 Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification by the Director or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.
- 45.4.2 Failure to collect the Garbage, Rubbish, Bulky Waste, Source Separated Recyclable Material, or Yard Waste that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after receiving written notification from the Director or a 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). This Section 45.4.2 does not apply to Yard Waste that is collected pursuant to Section 7.5.5, above.
- 45.4.3 Failure to collect all of the Yard Trash that was properly Set Out for Collection by a Curbside Customer on the Scheduled Collection Day if the Contractor also fails to collect all such trash by 6 p.m. on the first Saturday following the Scheduled Collection Day, as required pursuant to Section 7.5.5, above. Each failure shall result in the imposition of a Two Hundred Dollar (\$200) assessment per event per Customer. Each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Dollars (\$200) per event per Customer.
- 45.4.4 Failure to complete a Route on the Scheduled Collection Day. A Route shall be considered incomplete if twenty-five (25) or more Dwelling Units, or five (5) or more Commercial Customers, on the same Route are not provided Collection Service. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per Route, per Operating Day. This assessment shall be used in lieu of Section 45.4.2 in cases involving incomplete Routes.
- 45.4.5 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.
- 45.4.6 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Director, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 45.4.7 Failure to respond to a Legitimate Complaint within the time frame specified herein, after receiving written notification from the Director or a Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence per Operating Day.
- 45.4.8 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days after receiving written notification from a Customer or the Director, 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 County.

- 45.4.9 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.
- 45.4.10 Failure to dispose of any Solid Waste collected in the Service Area at the Designated Facility for that type of waste shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 45.4.11 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 20, or delivering Source Separated Recyclable Materials to a facility for disposal, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.
- 45.4.12 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment under this Section 45.4.12 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.
- 45.4.13 Failure to correct a chronic equipment problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic means 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. An additional assessment shall be imposed for each problem thereafter.
- 45.4.14 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving written notification from the Director, shall result in the imposition of a One Hundred Dollar (\$100) assessment each Operating Day for each vehicle and each container not properly labeled.
- 45.4.15 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.
- 45.4.16 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 45.4.17 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.
- 45.4.18 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.

- 45.4.19 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 Director, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 45.4.20 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
- 45.4.21 Failure to provide timely notices and educational materials, as required pursuant to Section 36, shall result in the imposition of an assessment of Twenty-Five Dollars (\$25) per Customer per occurrence, but the maximum assessment shall not exceed One Thousand Dollar (\$1,000) per occurrence.
- 45.4.22 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 18.6, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
- 45.4.23 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving written notification from the Customer or Director, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per Operating Day.
- 45.4.24 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.
- 45.4.25 Failure to respond to the Director 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 Division 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.
- 45.4.26 Failure to comply with the deadlines and requirements in Section 51 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.
- 45.4.27 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 delivers Solid Waste to the Designated Facility but fails to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of One Hundred Dollars (\$100).
- 45.4.28 Failure to follow an approved Route in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
- 45.4.29 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.

- 45.4.30 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.
- 45.4.31 Failure to provide accurate information to the County concerning the Contractor's Collection Services or the calculation of the disposal costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 45.4.32 Failure to close the gate on an enclosure for a Mechanical Container, or failing to close the lid on a Mechanical Container, or failing to lock all of the locks on a Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence.
- 45.4.33 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 45.4.34 Failure to respond to a Customer's request for service, within the deadline set forth in Section 32.1.5, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.
- 45.4.35 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 21.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each Operating Day of delay.
- 45.4.36 Mixing Solid Waste or Source Separated Recyclable Materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000) per occurrence.
- 45.4.37 Collecting Solid Waste or Source Separated Recyclable Materials in the Service Area with a vehicle that is not part of the dedicated fleet for the County, without the prior written approval of the Director, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per vehicle per Operating Day.

Solely for the purposes of this Section 45, the following provisions shall apply: (a) written notice includes electronic mail that is sent to the Contractor, including electronic mail sent pursuant to Sections 32.1.4 or 32.1.5, above; and (b) written notice must be provided only in those cases where it is expressly required in Section 45.4, above.

SECTION 46: PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the County may withhold part or all of any payment otherwise due the Contractor from the County 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 Director, when required by this Agreement;
- (b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the County;

- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving written notice from the County or a regulatory agency;
- (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 County shall not be liable to the Contractor for Interest on any delayed payment. The Administrator shall not exercise the County's right to withhold payments under this Section 46 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. The County shall not withhold more than a total of Fifty Thousand Dollars (\$50,000) from any single payment.

SECTION 47: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

- 47.1** If the County or Contractor 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 the County or Contractor to correct the adverse effect of such event of Force Majeure.
- 47.2** The Contractor shall not be entitled to compensation from a Customer or the County 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 County shall not be liable for any loss suffered by Contractor as a result of an event of Force Majeure.
- 47.3** Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.
- 47.4** To be entitled to the benefit of this Section 47, 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 47, time is of the essence.

SECTION 48: BREACH AND TERMINATION OF AGREEMENT

48.1 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:

- 48.1.1 Refusing to comply with any lawful order of the Director.
- 48.1.2 Failing to begin work within the time specified in this Agreement.

- 48.1.3 Discontinuing operations without prior authorization from the Director.
- 48.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified in writing to do so.
- 48.1.5 Failing to obey any Applicable Law.
- 48.1.6 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.
- 48.1.7 Failing to deliver Solid Waste or Source Separated Recyclable Materials collected in the Service Area to the appropriate Designated Facility.
- 48.1.8 Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 48.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 48.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 48.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 48.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 53.
- 48.1.13 A Parent Corporation Guarantee provided pursuant to Section 56 is revoked.
- 48.1.14 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 48.1, 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 defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Director in cases where the defaulting Party is the Contractor, 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, at law or in equity, to which the non-defaulting Party may be entitled under this Agreement.

Notwithstanding anything else contained herein, each of the events described in Sections 48.1.15, 48.1.16, 48.1.17 and 48.1.18, 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.

48.1.15 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.

48.1.16 Involuntary Bankruptcy

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

48.1.17 Public Entity Crime

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

48.1.18 Fraud

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

48.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the County 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 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 County concludes the Contractor is a habitual violator, the County shall issue a final written 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 Board may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Board.

48.3 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 six (6) additional Operating Months if requested to do so

by the County. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide Collection Services in the County if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The County's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the County'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 County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Collection Service.

48.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 48, neither the County 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 County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Sections 35.1, 35.6 and 53 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.

SECTION 49: OPERATIONS DURING DISPUTE

If a dispute arises between the County, 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.

SECTION 50: DISPUTE RESOLUTION PROCESS

50.1 The County 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.

50.2 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.

- 50.3** The Contractor and County agree to participate fully in the mediation process and conscientiously attempt to resolve their dispute. Except as provided below, each Party shall bear its own expenses in connection with the mediation. Both Parties shall pay equally for the services of the mediator. The mediation shall take place in Martin County, Florida. To the extent allowed by law, the results of the mediation process and any testimony, evidence, or argument introduced in the mediation process shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.
- 50.4** 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 the mediation.
- 50.5** In any litigation concerning this Agreement, the Parties shall pay their own costs, attorneys' fees, and expenses, including the costs, fees, and expenses incurred in any trial, appeal, and mediation, if any, concerning the issue(s) in dispute, except as otherwise provided in Section 50.7, below.
- 50.6** 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.
- 50.7** AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE COUNTY 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.

IF A PARTY REQUESTS A JURY TRIAL IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO THIS SECTION 50.7, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 50.7; (B) THE PARTY REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULED THAT THE REQUEST FOR A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 50.7. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

SECTION 51: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

51.1 CONTINUATION OF CONTRACTOR'S SERVICE

The County will attempt to award a new franchise agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new franchise agreement has not been awarded in this timeframe, the Contractor shall provide its Collection Services in compliance with this Agreement for up to an additional six (6) Operating Months after the expiration of this Agreement, at the then current Rates, if the Board requests this service.

51.2 SALE OR LEASE OF CONTRACTOR’S MECHANICAL CONTAINERS

Upon request, the Contractor shall meet with the County to determine whether the Contractor will allow the County or the County’s newly selected franchise hauler to purchase, or rent for up to three (3) Operating Months, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. If so, the purchase price and rental fee shall be negotiated.

51.3 SCHEDULE FOR TERMINATION OF CONTRACTOR’S SERVICE

Prior to the termination of this Agreement, the Contractor shall work with the Director to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. 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 County, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Director and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the County, that includes each container’s location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Director’s approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the Director. At or before the coordination meeting, the Contractor shall provide the Director with a list of Contractor-owned containers that may be purchased by the County or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler’s containers.
30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.

51.4 COUNTY'S RIGHT TO PROCURE NEW SERVICES

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

SECTION 52: LIABILITY AND DAMAGES

52.1 LIABILITY

The Contractor shall be liable for all injuries and conditions to the extent that they are caused by or result from the Contractor’s actions or omissions, including but not limited to the Contractor’s negligence, willful misconduct, or failure to perform in accordance with the terms of this Agreement. However, the Contractor’s liability for managing the County’s Solid Waste and Program Materials shall be subject to the limitations in Sections 25(b) and (c), above.

52.2 CONTRIBUTION

In the event of joint negligence on the part of the County and the Contractor, all losses 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.

52.3 DAMAGES

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages.

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

- (a) All lawful fines, penalties, and forfeitures charged to the County 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 County 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.

52.4 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 or the Contractor.

SECTION 53: INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each County Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 53 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, 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.

The County may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the County's 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 employ separate legal counsel and participate in the defense at its sole cost. 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, whether or not the County Indemnified Party is a party or potential party to it.

SECTION 54: CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times after the Commencement Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, or errors or 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 County's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

54.1 COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability with a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. The Contractor shall warrant its coverage will not contain any restrictive endorsement(s) excluding or limiting Contractual Liability or Cross Liability as it pertains to the County.

54.2 BUSINESS AUTOMOBILE LIABILITY

The 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 vehicles.

54.3 POLLUTION REMEDIATION AND LEGAL LIABILITY

The Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall be maintained for a minimum three (3) year period following the expiration or termination of the Agreement.

54.4 UMBRELLA OR EXCESS LIABILITY

The Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$10,000,000 Each Occurrence / \$10,000,000 Aggregate. The Contractor shall include each required policy herein (other than Pollution Legal Liability and Remediation Insurance, and Worker's Compensation Insurance and Employers Liability) as an underlying policy on the Umbrella or Excess Liability. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

54.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

The Contractor shall maintain Worker's Compensation Insurance & Employers Liability. The Contractor shall maintain Employers' Liability Limits not less than \$2,000,000 Each Accident, \$2,000,000 Disease Each Employee, and \$2,000,000 Disease Policy Limit. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

54.6 ADDITIONAL INSURED ENDORSEMENTS

The Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with the CG 2010 07 04 or GC 2010 04 13 Additional Insured - Developers, Lessees, or Contractors, – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Developers, Lessees, or Contractors – Completed Operations, 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 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 as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "Following-Form" basis. The Additional Insured shall read "Board of County Commissioners of Martin County, Florida" for all endorsements. Upon request by the County, a copy of any endorsement issued to extend coverage to the County shall be provided when evidencing insurance to the County.

54.7 WAIVER OF SUBROGATION

The Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the County for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis

54.8 CERTIFICATE(S) OF INSURANCE

At least fifteen (15) days before the Commencement Date, the Contractor shall provide the County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County by fax within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify this Agreement in the Certificate. The Certificate Holder shall be identified as Martin County, Florida and the Board of County Commissioners of Martin County. The Certificate of Insurance shall be provided to the County as follows:

Original to:

Martin County
County Attorney
2401 S.E. Monterey Road

Stuart, FL 34996

Copy to:

Martin County
Risk Manager
2401 S.E. Monterey Road
Stuart, FL 34996

The County shall have the right to withhold any payment to Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the County.

54.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Contractor shall be solely responsible for the payment of any costs, expenses or losses, as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

54.10 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

Insurance companies selected by the Contractor are subject to the approval of the County. All of the insurance provided pursuant to this Agreement must be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a Financial Stability Rating of "A" or better based on the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be "VIII" or greater.

54.11 RIGHT TO REVISE OR REJECT

The County reserves the right, but not the obligation, to reject any insurance policy that fails to meet the criteria stated herein. Additionally, the County 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 County's approval of any insurance provided by the Contractor or a subcontractor, nor the County's 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.

54.12 OTHER INSURANCE REQUIREMENTS

At its option, the County 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 County that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the County.

SECTION 55: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, 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 Three Million Dollars (\$3,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 6, and shall be subject to the approval of the

County Attorney and Risk Director. The Performance Bond shall be issued by a surety company that is acceptable to the County. 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 (5) 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 County. The Contractor shall furnish the Performance Bond to the County Attorney, at the address provided in Section 76, below, at least fifteen (15) days before the Commencement Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 55 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" (drawn upon) and used if there is any uncured default or breach of this Agreement by the Contractor, to the extent necessary to remedy the default and pay all actual damages, attorneys' fees, and costs incurred by the County. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the County 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 County shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. The County shall have the right, but not the obligation to engage another Person to provide necessary Collection Services.

SECTION 56: 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 5 and shall be subject to the approval of the County Attorney and Risk Manager. The form must be executed by the Contractor's 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 must be delivered to the County Attorney at the address shown in Section 76, below, at least five (5) days before the Effective Date

SECTION 57: ASSIGNMENT OF AGREEMENT

- 57.1** 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 Board. The Board shall have the right to approve any proposed or actual assignment by the Contractor, but such approval shall not be unreasonably withheld. Any assignment of this Agreement made by the Contractor without the express written consent of the Board shall be null and void and shall be grounds for the Board to declare a default of this Agreement.
- 57.2** In the event that the Board'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.
- 57.3** If any assignment is approved by the Board, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

57.4 The requirements of this Section 57 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.

SECTION 58: TRANSFER OF AGREEMENT

A transfer of this Agreement shall be effective only after approval by the Board. A transfer includes a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. 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 Board'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 County 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 Ten Thousand Dollars (\$10,000.00). The Board may grant the application for transfer, or grant the application subject to conditions, or deny the application, in its sole discretion, but the Board's approval shall not be unreasonably withheld. Among other things, the Board's 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 County's work will be completed in compliance with the requirements in this Agreement. In the event that the Board's consent to any proposed transfer is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 57 and Section 58 of this Agreement, the County 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 57 and Section 58 shall be waived by the County for a period not to exceed ninety (90) days.

SECTION 59: SUBSEQUENT COUNTY ORDINANCES

If a County ordinance adopted after the Commencement Date materially changes or modifies the duties, responsibilities, or operations of the Contractor under this Agreement, the Contractor and the County shall work together in good faith to amend this Agreement accordingly.

SECTION 60: AMENDMENTS TO THE AGREEMENT

60.1 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 the Contractor and the Board or its designee.

60.2 COUNTY'S POWER TO AMEND AGREEMENT

At its option, the County may request changes in this Agreement relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Director 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 County and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary, in a manner that is mutually acceptable. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include procedures, operations, and obligations of the Contractor. No changes to the Agreement shall take effect until the Parties execute an amendment pursuant to Section 60.1, above.

In the future, the County may wish to obtain new services that are not addressed under this Agreement. For example, the County may wish to expand its Recycling program in ways that have not yet been identified. If the County 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 County shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

60.3 AMENDMENTS DUE TO CHANGES IN LAW

The County and the Contractor 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, then the provisions and Rates in this Agreement may need to be modified. The County and Contractor 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. Section 39.6, above, shall govern any adjustments to the Rates that result from a Change in Law.

SECTION 61: 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 the County or Contractor 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 County or Contractor thereafter to enforce same. Nor shall waiver by the County or Contractor 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.

SECTION 62: 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 County also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate any provision in this Agreement that requires the Contractor to use a Designated Facility for the disposal or processing of any Solid Waste or Source Separated 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.

SECTION 63: GOVERNING LAW, VENUE AND ATTORNEYS FEES

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 Martin County, Florida. Venue shall lie exclusively in Martin County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Section 50.7, above.

SECTION 64: COMPLIANCE WITH LAWS AND REGULATIONS

The 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.

SECTION 65: PERMITS AND LICENSES

The 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.

SECTION 66: EQUAL OPPORTUNITY EMPLOYMENT

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Contractor shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. 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. The Contractor agrees to furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 67: AGREEMENT DOCUMENTS

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

Exhibit 1 through Exhibit 10

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

Performance Bonds and Insurance Certificates; and

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

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement.

SECTION 68: 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. The provisions of this Agreement shall govern the Parties' relationship, regardless of anything contained in the County's RFP or the Contractor's response to the RFP. Nonetheless, in the event that an order of precedence is needed, it shall be this Agreement, the County's RFP, and then the Contractor's response to the County's RFP.

SECTION 69: HEADINGS

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

SECTION 70: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) 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.
- (d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.
- (e) The word "Section" refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date-- i.e., Florida Statutes (2019).

SECTION 71: 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.

SECTION 72: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the County 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.

SECTION 73: 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 Board member, County officer, or County 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.

SECTION 74: SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE COUNTY

Nothing in this Agreement shall constitute a waiver of the County's sovereign immunity in tort actions or a waiver of any provision in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of or related to this Agreement.

SECTION 75: 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 County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County'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 County'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.

SECTION 76: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Sections 32.1 and 45, 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 County designate the following as the appropriate people and places for delivering notices and other documents:

As to County: County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996
Telephone: (772) 288-5939
Facsimile: (772) 288-5432

Copy to: County Attorney
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996
Telephone: (772) 288-5446
Facsimile: (772) 288-5439

As to Contractor:
Telephone:
Facsimile:

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.

SECTION 77: NO THIRD PARTY BENEFICIARIES

This Agreement only provides rights and remedies for the County and the Contractor, except to the extent that Section 51.5 provides limited rights for County Indemnified Parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third party beneficiaries under this Agreement, except County Indemnified Parties.

SECTION 78: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County 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 by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by 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.
- (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 by the Contractor 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 Directors 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) There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against 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 compliance with this Agreement.
- (i) No County 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 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 a company for goods or services of \$1,000,000 or more, if the company is on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, or the other lists identified therein. The Contractor certifies, represents, and warrants to the County that the Contractor is not on any of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification,

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

ATTEST

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann
Clerk of Circuit Court & Comptroller

Edward V. Ciampi
Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Sarah W. Woods
County Attorney

WITNESSES:

XYZ, INC.

Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

____ day of _____, 2020

____ day of _____, 2020

Signature

Printed Name and Title

____ day of _____, 2020

DRAFT

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of XYZ, Inc., a _____ corporation authorized to do business in the State of Florida, and he/she acknowledged and executed the foregoing Solid Waste Franchise Agreement as the proper official of XYZ, Inc., for the uses and purposes mentioned in it, and confirmed that the instrument is the act and deed of that company. 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 in the State and County aforesaid on this _____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

DRAFT

EXHIBIT 1
General Map of Service Area

DRAFT

EXHIBIT 2
Rates for Residential and Multi-Family Collection Services

**[Insert tables from Section 6.3 of the County's RFP,
after the County selects the Contractor]**

DRAFT

EXHIBIT 3

Rates for Commercial Collection Services

**[Insert tables from Section 6.3 of the County's RFP,
after the County's selects the Contractor]**

DRAFT

EXHIBIT 4

Rates for Special Collection Services

Rolling out Mechanical Container (and returning it to original location)	\$35.00
Opening (and closing) doors or gates	No Charge
Locks	\$5.00
Unlocking and locking	No Charge
Supplying (and retrofitting) locking mechanism	No Charge
Adding wheels to or changing wheels on Mechanical Container	No Charge
Adding lids to or changing lids	No Charge
Moving container or Roll-Off location per Customer request	\$100.00
Changing container size	No Charge
Special Collection Service (e.g., unscheduled collections) for Solid Waste, including Bulky Waste	The Rate in Exhibit 3 for comparable Commercial Collection Service
Disposal of hazardous waste in Collection Container	Actual cost, but subject to Director's approval
Purchase and assembly of a New Recycling Cart pursuant to Section 40.9 of the Agreement	\$50.00
Delivery of a purchased Recycling Cart, pursuant to Section 40.9 of the Agreement	\$25.00
Back Door Service for Disabled Curbside Customers pursuant to Section 7.7.1 of the Agreement	No Charge
Collection of excess waste placed in or next to a Mechanical Container	\$100.00

Notes:

1. The Rates for Special Collection Services will not be adjusted for changes in the CPI.
2. The Rates for Back Door Service are described in Section 39.2 of the Agreement.

EXHIBIT 5

PARENT CORPORATION GUARANTEE

THIS GUARANTEE (“Guarantee”) is made as of the ____ day of _____, 2020, by _____, a _____ corporation (the "Guarantor"), to and for the benefit of Martin County, Florida (the “County”) (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, XYZ, Inc. (the “Contractor”), a _____ corporation and a wholly-owned subsidiary of the Guarantor, is entering into an “Solid Waste 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 County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the County 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 shall 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;

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

(iii) the waiver of the payment, performance or observance by the County 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 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 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 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 on any number of occasions.

6. No failure, omission or delay by the County 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. 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 obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the County, which consent may be withheld by the County in its sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor to the County 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 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. 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 shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the County 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 Martin County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents 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 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 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 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 may be enforced against Guarantor by the County 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 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:

County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996
Telephone: (772)
Facsimile: (772)

Copy to:

Martin County

County Attorney
2401 S.E. Monterey Road
Stuart, FL 34996
Telephone: (772)
Facsimile: (882)

If to the Guarantor:

Telephone: _____
Facsimile: _____

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: _____

Witnesses:

Signature

Print or Type Name

Date

Signature

Print or Type Name

Date

DRAFT

EXHIBIT 6

PERFORMANCE BOND

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

XYZ, Inc.

Telephone: _____

Facsimile: _____

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

COUNTY:

County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, FL 34996
Telephone: (772) _____
Facsimile: (772) _____

BOND No. _____

Date: _____

Amount: Three Million and 00/100 Dollars (\$3,000,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, XYZ, Inc. (hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as Surety, are held and firmly bound unto Martin County, Florida (hereinafter "COUNTY"), as Obligee, in the amount of Three Million and 00/100 Dollars (\$3,000,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Solid Waste 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 48 ("Breach and Termination of Agreement") and 52 ("Liability and Damages,"); and

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

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 all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY 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 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 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 CONTRACTOR 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 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 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 state or federal court of competent jurisdiction in Martin 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, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY 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.

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

EXHIBIT 7

LIST OF PROGRAM MATERIALS

Steel and Tin Cans

Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household Hazardous Material are not acceptable.

Aluminum

Includes aluminum beverage containers, food trays without food residue, sheets and flexible containers.

Glass

Clear (flint), brown (amber) and green food and beverage jars and bottles. Paper labels on glass containers are acceptable. Metal lids should be removed and included.

PET Plastics (SPI code No. 1)

Examples include but are not limited to: Plastic soft drink, water, sports drink, beer, mouthwash, catsup and salad dressing bottles. Peanut butter, pickle, jelly and jam jars.

HDPE Plastics (SPI code No. 2)

Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles, yogurt and margarine tubs. Motor oil bottles are not acceptable.

PP Plastics (SPI code No. 5)

Examples include but are not limited to: Catsup bottles, yogurt containers, margarine tubs, and medicine bottles.

Preparation of plastics, glass and metal containers: Remove organics, other contents and plastic caps, but the inclusion of organics, caps, rings, and labels will not be reason for rejection of Program Recyclables.

Paper Recyclables

Paper Recyclables consist of the following materials, commingled together, except aged, yellowed, or sunburned paper or water saturated paper.

ONP

All loose or bagged newsprint is acceptable, including all paper which is distributed with or as part of general circulation newspapers.

OCC

All loose or bagged old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

Paper Bags

All loose or bagged paper sacks. May be used to hold mixed paper.

Chipboard/Fiberboard/Paperboard

All product packaging materials, such as cereal boxes, packaged food boxes, shoe boxes, and small manufactured item packaging.

Telephone Books

Old telephone directories.

Magazines

Old magazines, including small catalogs and similar printed material with glossy pages.

Mixed Paper

Mixed paper, including but not limited to the following: junk mail; high-grade paper; white and colored ledger; copier paper; office paper; laser printer paper; computer paper, including continuous-formed perforated white bond or green bar paper; book paper; cotton fiber content paper; duplicator paper; form bond; manifold business forms; mimeo paper; note pad paper (no backing); loose leaf fillers; stationery; writing paper; paper envelopes; carbonless (NCR) paper; tabulating cards; facsimile paper; and manila folders.

Paper with metallic, carbon, ammonia or non-soluble glue is not acceptable.

EXHIBIT 8

SPECIFICATIONS FOR RECYCLING CARTS

- 1. MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Recycling Carts the Contractor will provide under the Agreement.
- 2. MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

- 3. CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.
3.2	LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008. 96 Gallon – 330 pounds

	<p style="text-align: center;">64 Gallon – 224 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">96 Gallon – 34 pounds minimum 64 Gallon – 23 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 96 U.S. gallons (+/- 3%) or 64 U.S. gallons (+/-3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>96 Gallon - Height: 45.13” Depth: 33.73” Width: 28.17”</p> <p>64 Gallon – Height: 40.58” Depth: 28.11” Width: 26.70”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.</p>
3.7	<p>MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 50 pounds for 96 gallon carts, and 35 pounds for 64 gallon carts.</p>

3.8	RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.
3.9	HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.
3.10	LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 64 gallon carts shall be a minimum of 10" diameter with rubber treads. Wheels for 96 gallon carts shall be a minimum of 12" diameter. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axles for all carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.

	Contractor must submit color chips or samples for all colors available. The County will select the colors for the carts.
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.

4. MARKINGS: Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	COUNTY SEAL: The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. IN-MOLD LABEL SPECIFICATIONS: The in-mold label must comply with the following listed specifications:

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the County logo including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the County for approval and shall have a minimum size of 5" x 12".

6. RFID & BAR CODE INTEGRATION: Reserved.

7. DATA INTEGRATION: Reserved

8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM: Reserved

9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor shall record the serial number of each cart that is delivered to each address in the Service Area. The Contractor shall keep an electronic file that identifies each cart by serial number and the location where that cart was delivered. The Contractor shall present the file to the County in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

10. CART MAINTENANCE

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the County with up-to-date information concerning the Contractor's inventory.
10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the County's inspection.
10.3	The County may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the County electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

11. WARRANTY: Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the County. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.

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EXHIBIT 9

SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined. This hypothetical example assumes the first CPI adjustment will be effective on October 1, 2020.

CPI Adjustment on October 1, 2021

Collection component of the current monthly Rate per Dwelling Unit: \$10.00

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

Calculation: $\$10.00 \times 0.017 = \0.17

New Collection component of the monthly Rate per Dwelling Unit: $\$10.00 + \$0.17 = \$10.17$

CPI Adjustment on October 1, 2022

Current Collection component of the monthly Rate per Dwelling Unit: \$10.17

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

Calculation: $\$10.17 \times 0.04^* = \0.4068

New monthly Rate per Dwelling Unit: $\$10.17 + \$0.40 = \$10.57$

* Note: Pursuant to Section 39.4.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed four percent (4%) in any year. Accordingly, the hypothetical CPI adjustment on October 1, 2021 shall be limited to four percent (4%).

EXHIBIT 10

LIST OF COUNTY PROPERTIES RECEIVING COLLECTION SERVICE

[Insert list of County properties
identified in Section 7.2 of the RFP]

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