

Board of County Commissioners

Hernando County



Purchasing and Contracts

20 N. Main Street, Room 365
Brooksville, FL 34601
(352) 754-4020
Fax: 754-4199

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014 (award date for projects subject thereto) by and between the BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, hereinafter called COUNTY; AND Republic Services of Florida, Limited Partnership d/b/a Republic Services of Tampa, hereinafter called the FRANCHISEE or CONTRACTOR.

WHEREAS, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree that the FRANCHISEE shall provide to the COUNTY the labor, services, materials and ALL appurtenances thereto per the requirement set forth in the AGREEMENT.

WHEREAS, this Franchise Agreement provides the terms under which the FRANCHISEE provides Residential Collection Service for Hernando County and its Residential Customers. It is the intent of this Franchise agreement to insure that all Residential Customers receive high quality Solid Waste Collection Services.

WHEREAS, The FRANCHISEE shall the exclusive right and responsibility to provide Residential Collection Service in **Franchise Districts** "A", "B", "C" and "D". Boundaries for the District are as depicted on Exhibit C attached hereto and incorporated herein.

WHEREAS, the County warrants and represents to Contractor that County will enforce its solid waste Ordinances to facilitate and support the Residential Waste collection obligations of Contractor under this Agreement; and

WHEREAS, the date collection services are to begin is the first collection Day after January 1, 2012.

NOW, THEREFORE, the parties agree as follows:

The above recitations and header are incorporated herein by reference.

SECTION I INDEX ABOVE RECITATIONS & AGREEMENT HEADER

Section I	OVERVIEW OF AGREEMENT
Section II	GENERAL AND SUPPLEMENTAL CONDITIONS
Section III	DESCRIPTION OF RESIDENTIAL COLLECTION SERVICES
Section IV	COLLECTION/CUSTOMER SERVICE STANDARDS
Section V	BILLING AND PAYMENT
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SECTION II GENERAL AND SUPPLEMENTAL CONDITIONS
(From Bid Document 11-0008)

These General and Supplemental Conditions comprise one component of the Contract Documents which include the Instructions to Bidders, Specifications, Exhibits attached hereto and all Addenda.

ARTICLE 01 THE CONTRACT

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute and shall be referred to as the "Contract Documents":

- Section I. ADVERTISEMENT OF BID
- Section II. INSTRUCTIONS TO BIDDERS
- Section III. GENERAL AND SUPPLEMENTAL CONDITIONS
- Section IV. PROJECT SPECIFICATIONS (From Bid Documents)
- Section V. BID PROPOSAL
- Exhibits 1 thru 4 (From Bid Documents)
- All Addenda issued prior to Contract award (addendum 1 & 2)

ARTICLE 02 DEFINITIONS

For the purposes of this Solicitation, the definitions contained in this Article 2 shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Solicitation, the definition of such word or phrase in the County's Ordinances shall apply. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition herein shall prevail for purposes of this Solicitation and as awarded Contract.

- 2.1 Advertising shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Solicitation, is not Advertising.
- 2.2 Annual Solid Waste Assessment Roll shall have the meaning given it in the Ordinance.
- 2.3 Applicable Law shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Contract, and relate in any manner to the performance of the County or Contractor under this Solicitation and the Contract Documents.

- 2.4 Back Door Service shall mean the Collection of Solid Waste and Recyclable Materials on a Customer's property at a location that is not Curbside.
- 2.5 Biological Waste shall mean those wastes that cause or have the capability of causing disease or infection, including but not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. This term does not include human remains that are disposed of by Persons licensed under Chapter 497, Florida Statutes.
- 2.6 Biomedical Waste shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:
- (a) used absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood;
 - (b) absorbent materials saturated with blood or blood products that have dried; and
 - (c) non-absorbent, disposable devices that have been contaminated with blood, or body fluids or secretions or excretions visibly contaminated with blood, if the devices have not been treated by an approved method.
- 2.7 Board or Commission shall mean the Board of County Commissioners of Hernando County, Florida.
- 2.8 Bulk Waste shall mean any large discarded item that cannot be placed in a Garbage Can or Roll Cart because of its size, volume, shape or weight. Bulk Waste includes, but is not limited to, White Goods, sofas, tables, fixtures, furniture, ladders, and carpet. Bulk Waste does not include Extraordinary Waste or Land Clearing Debris.
- 2.9 Certificate of Occupancy shall mean a document issued by the County certifying that a newly constructed building has been constructed in compliance with County specifications and is suitable for use.
- 2.10 Change in Law shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor's or County's performance under this Contract. A Change in Law does not include a change in any tax law or workers' compensation law.
- 2.11 Collection shall mean the process of picking up, transporting, and dropping off at a Designated Facility of Solid Waste and Recyclable Materials.
- 2.12 Collection Container shall mean Roll Carts, Garbage Cans and Recycling Bins/Carts.
- 2.13 Collection Plan shall mean the written plan for providing Collection Services in accordance with the provisions of this Solicitation.
- 2.14 Collection Service shall mean each one of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Solicitation.

- 2.15 Commencement Date shall mean the date when the Contractor shall begin providing Collection Service to the County pursuant to the requirements of the Contract.
- 2.16 Commercial Lawn Care Company shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.
- 2.17 Commercial service. The mechanical containerized pickup or container pickup provided by a commercial licensee to hotels, motels, rooming houses, tourist courts, travel trailer parks, campgrounds, rental mobile home developments, bungalow courts, apartment buildings with five (5) or more rental apartments, co-operative apartments, condominiums of five (5) or more units, business establishments, churches, schools, hospitals, office buildings, and any other business or commercial establishment whatsoever.
- 2.18 Community Events shall mean events sponsored or co-sponsored by the County.
- 2.19 Construction and Demolition debris. Discarded material generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally result from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project
- 2.20 Consumer Price Index or "CPI" shall mean the "Consumer Price Index – All Urban Consumers" (Series ID CUUR0300SA0) for South Urban, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- 2.21 Contingency Plan shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable.
- 2.22 Contract or Contract Document shall mean the agreement which is signed by the Contractor and the County pursuant to an award of the bid in connection with this Solicitation and includes Section I (Bid Advertisement), Section II (Instructions to Bidders), Section III (General Conditions), Section IV Project Specifications (from Bid Documents), Exhibits 1 thru 4, and all issued Addendum. The terms Contract and Contract Documents may be used interchangeable as the context dictates and they collectively comprise one agreement.
- 2.23 Contract Administrator or Director shall mean the Director of the County's Environmental Services Department or such individual designated by the County Administrator to be the County's official representative regarding matters pertaining to this Solicitation and Contract Documents.
- 2.24 Contract Year shall mean the twelve month period running from October 1st to September 30th, and each consecutive year twelve month period thereafter, for the duration of the

awarded Contract and any renewals or extensions thereof. Except that the first contract period only shall be these nine months from January 1, 2012 to September 30, 2012.

- 2.25 Contractor or Franchisee, which are used herein interchangeably, shall mean the person or entity that has entered into this Contract to provide Collection Service for the County pursuant to this Solicitation.
- 2.26 County shall mean, depending on the context, either (a) that portions of the geographical area contained within unincorporated Hernando County, Florida designated as the Contractor's service area under the Contract Documents, or (b) the government of Hernando County, acting through the Commission or its designee.
- 2.27 County Administrator shall mean the County's chief administrative officer or his designee.
- 2.28 Curbside Collection. Service rendered whereby solid waste is picked up from a point within six (6) feet or as near to the curb or road surface of a paved, improved or unimproved road as is safely possible.
- 2.29 Customer shall mean a Person that receives Residential Collection Service from the Contractor pursuant to this Solicitation and the awarded Contract.
- 2.30 Day shall mean a calendar day, except Saturdays, Sundays, and Holidays.
- 2.31 Designated Disposal Facility shall mean the facility or facilities designated by the County for the disposal of the Solid Waste collected pursuant to this Solicitation.
- 2.32 Designated Facility shall mean the Designated Disposal Facility and/or the Designated Recycling Facility, as appropriate. The County shall retain ownership of all Solid Waste and Recyclable Materials until they are delivered to and accepted by a County-approved disposal facility or Recyclable Materials processing facility, at which time title shall pass to the operator of such facility.
- 2.33 Designated Recycling Facility shall mean the facility designated by the County for the processing of Recyclable Materials collected pursuant to this Solicitation.
- 2.34 Disaster Debris shall mean debris that is produced or generated by a natural or manmade disaster and placed Curbside by a Customer. Disaster Debris includes but is not limited to Yard Trash, Construction and Demolition Debris, and Bulk Waste.
- 2.35 Disaster Debris Contract shall mean the County's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.
- 2.36 Dwelling Unit shall mean a room or rooms constituting a separate, independent living area with cooking facilities or kitchen, a separate entrance, and bathroom facilities, that are physically separated from any other rooms or Dwelling Unit in the same structure or in separate structures. A hotel or motel room is not a Dwelling Unit.

- 2.37 Effective Date shall mean the date when the Contract is last signed by the Chairman of the Board and a duly authorized representative of the Contractor.
- 2.38 Electronic Equipment shall mean electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.
- 2.39 Exempt Waste shall mean materials that are exempt from the Contractor's franchise under this Solicitation.
- 2.40 Extraordinary Waste shall mean wastes that require extraordinary management, including but not limited to abandoned automobiles, boats, dead animals, agricultural and industrial wastes, Biomedical Waste, Biological Waste, Radioactive Waste, and Hazardous Waste.
- 2.41 Franchisee. Any person to whom the board has awarded a residential franchise in accordance with this Solicitation, the awarded Contract and applicable codes including Chapter 14, Article II, of the Hernando County Code of Ordinances.
- 2.42 Franchise Fee shall mean the fee paid by the Contractor for: (a) the use of the streets, alleys, bridges, easements, and other public places in the County; and (b) the exclusive right to provide Collection Services in accordance with this Solicitation.
- 2.43 Garbage shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 2.44 Garbage Can shall mean a metal or heavy-duty plastic container for Solid Waste that has a tight fitting lid, handles on the sides, with or without wheels, and a capacity of not less than thirty-two (32) gallons and not more than fifty (50) gallons.
- 2.45 General Manager shall mean the senior employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Solicitation and the Awarded Contract.
- 2.46 Gross Revenues shall mean 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 Solicitation and the Awarded Contract.
- 2.47 Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law. The term does not include human remains that are disposed of by a Person licensed under Chapter 497, Florida Statutes.

- 2.48 Holiday shall mean any Day when the Contractor does not need to provide Collection Service under this Solicitation. The Holidays are New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, and any other Day designated by the County Board as a Holiday.
- 2.49 Improved Real Property shall mean all real property located in the County that generates, or is capable of generating, solid waste and includes, but is not limited to, improved commercial real property and residential real property or is otherwise subject to the County's solid waste assessment pursuant to Chapter 14, Article II, of the Hernando County Code of Ordinances.
- 2.50 Land Clearing Debris shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, and other materials resulting from a land clearing or lot clearing operations for a construction project.
- 2.51 Legitimate Complaint shall mean any complaint where the applicable requirements of this Solicitation concerning the Set Out and Collection of Solid Waste were satisfied by the Customer, but not the Contractor.
- 2.52 Load shall mean any Solid Waste or other material that is collected or transported in the Contractor's vehicle.
- 2.53 Mechanical Container shall mean a dumpster, roll-off container, compactor, or other similar container, except a Roll Cart, that is approved by the Contract Administrator for the Collection of Solid Waste or Recyclable Materials.
- 2.54 Missed Collection shall mean any occasion when the Contractor does not provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Solicitation, provided that the Customer has complied with all set out requirements pursuant to the Ordinance, including but not limited to that all items must be placed curbside prior to 6:00 a.m. on the collection day.
- 2.55 Non-Collection Notice shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.
- 2.56 Non-Conforming Material shall mean any material that is Set Out for Collection in a Recycling Bin/Cart, but is not a Recyclable Material.
- 2.57 Operations Manager shall mean the Contractor's employee with primary responsibility for the Contractor's daily operations and Collection Service under this Solicitation.
- 2.58 Ordinance shall mean the County's laws regulating the collection, disposal and assessment of waste and including, without limitation, Chapter 14 (Garbage, Trash and Refuse), Article II (Solid Waste) of the Hernando County Code of Ordinances, as may be amended or renumbered from time to time.
- 2.59 OSHA shall mean the Occupational Safety and Health Act and all implementing regulations.

- 2.60 Performance Bond shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Solicitation.
- 2.61 Person shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.
- 2.62 Plastic Bag shall mean a heavy-duty, plastic bag that is designed to be used for the disposal of Garbage and Rubbish.
- 2.63 Premises shall mean Improved Real Property.
- 2.64 Radioactive Waste shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.
- 2.65 Rates shall mean the fees and charges approved by the County for the Contractor's Collection Services.
- 2.66 Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered 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).
- 2.67 Recyclable Materials shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.
- 2.68 Recycling shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 2.69 Recycling Bin shall mean a rectangular bin approximately 18 gallons in size that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, and used for the Collection of Recyclable Materials.
- 2.70 Residential Collection Service shall mean the Collection of Residential Waste from a Customer pursuant to this Solicitation.
- 2.71 Residential Real Property shall mean Improved Real Property that is used for residential purposes, including but not limited to: single family residences; duplex apartments; apartment buildings; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not. However, Residential Real Property

does not include any Improved Real Property, building, or structure that contains five (5) or more Dwelling Units or is otherwise classified by the County's zoning code as non-residential property.

- 2.72 Residential Waste shall mean Garbage, Rubbish, Yard Trash, Recyclable Materials and Bulk Waste generated from a Customer's residence.
- 2.73 Roll Cart shall mean a County or Contractor provided container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, mounted on two wheels, equipped with a tight-fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used for automated or semi-automated Collection Service for Garbage and Rubbish. Unless Automated or semi-Automated collection services are instituted by agreement between County and Contractor, the references to "Roll Carts" or Carts as set forth in this Agreement are illustrative only, and no operational or other requirement placed upon Contractor in the provisions herein, including but not limited to Contractor's being required to purchase, distribute, service, or repair any Roll Cart or Cart shall be binding on Contractor. However, Contractor will collect materials from customer-provided Roll Carts which are compliant with the Ordinance's collection standards of size and volume.
- 2.74 Rubbish shall mean waste materials, other than Garbage, resulting from normal housekeeping activities on Residential Real Property. Rubbish includes but is not limited to discarded trash, paper, plastic, bottles, cans and similar materials.
- 2.75 Scheduled Collection Day shall mean a Day when the Contractor is scheduled to provide Collection Service to a Customer for Recyclable Materials or one of the various types of Solid Waste addressed herein.
- 2.76 Service Area shall mean the geographical area in Hernando County where the Contractor shall provide Collection Service in accordance with this Solicitation. The Service Area may include and consist of the unincorporated areas of Hernando County in its entirety or some lesser portions or parts of the unincorporated area.
- 2.77 Set Out shall mean the proper preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Solicitation, the awarded Contract, and the Ordinance.
- 2.78 Sludge shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.
- 2.79 Solicitation shall mean this Solid Waste Franchise Solicitation and any issued Addendum and all materials which comprise the awarded Contract.
- 2.80 For the purpose of Contractor's collection services pursuant to this Agreement, Solid Waste shall mean Residential Waste.

- 2.81 Special Waste shall mean Solid Waste that can require special handling and management, including, but not limited to, White Goods, Tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash, Electronic Equipment, Biological Waste, Hazardous Waste, and Biomedical Waste.
- 2.82 Tipping Fee shall mean the fee that must be paid to the County for the disposal of a waste material or Recyclable Material at a Designated Facility.
- 2.83 Tires shall mean discarded automotive, motor vehicle, and trailer tires, including rims.
- 2.84 Transition Period shall mean the period of time between the Effective Date and the Commencement Date.
- 2.85 Transition Plan shall mean a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's Collection Services under this Solicitation on the Commencement Date.
- 2.86 White Goods shall mean large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners. White Goods must have been in use at the Customer's residence and which shall be the same place where the White Goods are collected. Freon containing appliances are not "White Goods" and are not subject to collection by Contractor unless the Customer can document, to the satisfaction of Contractor, that all Freon has been removed from the appliance in accordance with applicable law.
- 2.87 Yard Trash shall mean vegetative matter resulting from landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches.

ARTICLE 03 FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

3.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Solicitation and the Contract Documents, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service in those portions of the unincorporated areas of Hernando County shown on Exhibit A and described herein. Except as otherwise provided herein, the Contractor shall have the sole right to provide these Collection Services. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in this Solicitation.

3.2 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Solicitation will only grant a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Solicitation. Among other things, this Solicitation does not grant a franchise for the Collection of any Exempt

Materials identified below. This Solicitation does not prohibit the Contractor from providing Collection Services for Exempt Materials, subject to all Applicable Laws.

3.3 EXEMPT WASTES

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Solicitation. These Exempt Wastes may be collected and taken to a licensed disposal site or Recycling facility by the owner or occupant of the Improved Real Property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- 3.3.1 Land Clearing Debris.
- 3.3.2 Trash and debris associated with farming operations.
- 3.3.3 Extraordinary, Hazardous, Biomedical, and Radioactive Waste.
- 3.3.4 Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
- 3.3.5 Recovered Materials.
- 3.3.6 Any Recyclable Material that a Customer generates and separates from their Solid Waste for Recycling if that type of Recyclable Material is not recycled at the Designated Recycling Facility.
- 3.3.7 Solid Waste and by-products resulting from an industrial process.
- 3.3.8 Sludge.
- 3.3.9 Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- 3.3.10 Yard Trash collected by a Commercial Lawn Care Company.
- 3.3.11 Disaster Debris.
- 3.3.12 Construction and Demolition Debris.
- 3.3.13 Materials and wastes similar to those listed above, when designated by the Contract Administrator.

ARTICLE 04 INDEMNITY, SAFETY AND INSURANCE PROVISIONS

4.1 INDEMNIFICATION AND HOLD HARMLESS

The FRANCHISEE shall indemnify, hold harmless, and defend the COUNTY, its agents and employees from and against any and ALL liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the FRANCHISEE, its agents, subfranchisee, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against the COUNTY or any of its agents or employees by any employee of the FRANCHISEE, any subfranchisee, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for FRANCHISEE or any subfranchisee under workers' compensation acts, disability benefit acts or other employee benefit acts; provided, however, that neither the Franchisee nor any of its Subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents or employees, and provided further that, in cases of negligence on the part of both the COUNTY and the FRANCHISEE, its agents, subfranchisee, assigns, heirs or employees during performance under this Agreement, each party shall bear such portion of liabilities, losses, claims, damages, demands, or expenses as is proportional to the percentage of negligence attributable to each. The Franchisee will indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement or patent rights or copyrights held by others during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

Contractor acknowledges that twenty five dollars (\$25) paid by the County from the moneys payable to Contractor is separate and distinct consideration for the giving of this indemnity and hold harmless, and the Contractor acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Contractor, and that the County's entering into this Contract, in addition to the foregoing, shall constitute good and sufficient consideration. Nothing in this Solicitation shall be construed in any way to affect the County's rights, privileges, and immunities as set forth in Florida Statutes Section 768.28, as amended from time to time. This indemnity and hold harmless obligation requirement does not limit any additional compensation available from insurance, bonding, or equitable and legal remedies available under this Contract. This indemnity and hold harmless obligation shall continue in full force and effect

subsequent to and notwithstanding the expiration or termination of the Awarded Contract.

4.2 MINIMUM INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE - Contractor shall maintain, on a primary basis and at its sole expense, at all times after the Effective Date until the Contract is terminated, the following insurance coverage's, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

4.2.1 COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

4.2.2 BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$2,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

4.2.3 POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$2,000,000 Each Occurrence / \$4,000,000 Aggregate.

4.2.4 EXCESS LIABILITY

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

4.2.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employer Liability Limits not less than \$1,000,000 Each

Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

4.2.6 DEDUCTIBLES, CLAIMS MADE COVERAGE, AND SUPPLEMENTAL COVERAGE

When a self-insured retention or deductible exceeds \$50,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements. If Contractor has provided a parent corporation corporate guarantee, the Contractor may submit the Parent Corporation's most recent annual report. For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

4.2.7 ADDITIONAL INSURED ENDORSEMENTS

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 either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County 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 "True Following-Form" basis. The Additional Insured shall read "Hernando County, a political subdivision of the State of Florida" for all endorsements.

4.2.8 WAIVER OF SUBROGATION

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

4.2.9 CERTIFICATE(S) OF INSURANCE

Prior to the Effective Date of this Contract, Contractor shall provide County a Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) calendar day duty to notify due to cancellation, In addition, Contractor will notify County of any material change in coverage, or non-renewal of coverage as this is not endorsable. The Certificate Holders should read:

Hernando County Board of County Commissioners
Risk Management Room No. 265
20 N. Main St
Brooksville, Fl. 34601

Contractor will mail a copy of the Certificate described above to:

:

Hernando County Board of County Commissioners
Purchasing and Contracts Room No. 365
20 N. Main St
Brooksville, Fl. 34601

And

Hernando County Solid Waste
14450 Landfill Rd.
Brooksville, Fl 34614

4.2.10 DEDUCTIBLES OR SELF-INSURED RETENTIONS

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds \$50,000 for any of the foregoing required policies, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. If Contractor has provided a parent corporation corporate guarantee, the Contractor may submit the parent corporation's most recent annual report to satisfy the foregoing.

4.2.11 RIGHT TO REVISE OR REJECT

The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage, deductibles, self-

insured retentions or endorsements, or to reject any insurance policies that fail 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.

ARTICLE 05 SOVEREIGN IMMUNITY

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

ARTICLE 06 GENERAL BILLING AND PAYMENT PROCEDURES

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 Solicitation. The Rates for Collection Services on the Bid Forms shall constitute full and complete compensation to the Contractor for all of the services provided by the Contractor under this Solicitation. 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 provided under this Solicitation.

6.1 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTORS

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 Solicitation.

6.2 COUNTY'S OBLIGATION TO PAY FOR RESIDENTIAL COLLECTION SERVICE

** Until such time that the collection service is collected from the assessment, the Contractor will be responsible for billing and collecting fees. The valid portions of Article 6 will then be implemented**

The County shall be responsible for billing and collecting the fees that must be paid by the County for the Contractor's Residential Collection Services. In turn, the County shall make monthly payments to the Contractor, subject to the limitations contained herein, for the Residential Collection Services that the Contractor provides to the County's residents. Subject to the limitations contained herein, the Contractor shall be entitled to payment for the services it renders, even if the County does not collect the necessary fees for such services from the County's residents.

6.3 PROCEDURE FOR PAYMENT FOR RESIDENTIAL COLLECTION SERVICE

6.3.1 ** This Section 6.3 shall go into effect if the County institutes a Solid Waste Assessment. In such case the County and the Contractor shall coordinate and cooperate to transition from the

Contractor billing mechanisms set forth in Section 6.4.** The County's payments to the Contractor shall be based on the number of Dwelling Units identified in the Annual Solid Waste Assessment Roll adopted by the Commission for the Contract Year. When the County's Roll is adopted by the Commission, the County shall provide a copy of the adopted Roll to the Contractor. Thereafter, for the purposes of the payments to the Contractor under the Contract, the number of Dwelling Units shall remain unchanged, except as provided in Article 6.3, below.

6.3.2 If the Contractor disputes the accuracy or completeness of the County's Annual Solid Waste Assessment Roll, the Contractor must provide written notice to the County on or before February 1 of the Contract Year. The Contractor's notice must identify each Dwelling Unit that should be added to or deleted from the Roll. If the Contract Administrator determines that a Dwelling Unit should be added to the Roll, the County shall adjust the monthly payments to the Contractor. In such cases, the Contractor shall be paid for the Collection Service provided to the Dwelling Unit on and after October 1 of the Contract Year. If the Contractor does not deliver timely written notice of a dispute concerning a particular Dwelling Unit, the Contractor shall be deemed to have waived any claims for payment concerning that Dwelling Unit, and the County shall not be required to adjust its payments to the Contractor for that Dwelling Unit.

6.3.3 The County's payments to the Contractor for Residential Collection Service shall be made on a monthly basis, for services performed during the previous month. The amount of the County's payments to the Contractor shall be calculated by:

(a) multiplying the applicable monthly Rate for Residential Collection Service times the number of Dwelling Units on the Annual Solid Waste Assessment Roll (as adjusted pursuant to Article 6.3.2 and

(b) deducting any Franchise Fees, liquidated damages, or other sums that are due and owing from the Contractor. The County's payments shall be sent to the Contractor within Thirty (30) Days after the end of the month when the Contractor's Collection Services were provided. All undisputed amounts shall be paid in a timely manner.

6.3.4 OVERPAYMENTS AND UNDERPAYMENTS FOR RESIDENTIAL SERVICE

If the County pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Contract Administrator to rectify the mistake. The Contract Administrator shall make appropriate adjustments to the Contractor's payments under the Contract to offset any past underpayments or overpayments resulting from any error. However, the County shall not be obligated to make any adjustments or payments for

Collection Services provided more than six (6) months before the County received written notice of the error.

6.3.5 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT

The County's payments to the Contractor shall be derived from the revenues collected by the County from Customers that received Collection Services. The Contractor shall have no right to any revenues or funds obtained by the County from other sources, including but not limited to funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

6.4 BILLING BY CONTRACTOR AND PAYMENT

6.4.1 Customers shall be billed directly by the Contractor or their agent. Contractor may bill for no more than three (3) months in advance. The Contractor shall offer its customers the option to pay their bills through electronic funds transfer or equivalent.

6.4.2 The Contractor may discontinue service to any Customer who fails to pay for the refuse collection when due. The Contractor may take any and all steps, including but not limited to lien, legal complaint or other court action, to collect amounts due and, in mandatory service areas, to compel payment and require payment for future services.

6.4.3 Suspension of service for absences in excess of ninety (90) days will be allowed provided the request for the suspension of service is made at least thirty (30) days in advance of the date the suspension is to be effective. The Customer is not relieved of the obligation to pay for services billed prior to the required notification. Any credit due will be made by the Contractor on the next billing. The intent of this provision is to relieve the Contractor of the obligation to issue refund checks for suspension of services that occur after the billing was rendered which included the suspension period.

6.4.4 Neither Hernando County nor any of its officers or employees shall be liable for, or in any way responsible, for the payments of any service rates or charges due the Contractor by Customers.

ARTICLE 7 VERIFICATION OF PAYMENT AMOUNTS

7.1 The County's acceptance of any payment from the Contractor or a Customer, or the County's deduction of any amount from the payments due to the Contractor for Collection Services, 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.

7.2 At any time the County may recalculate and collect any amounts that are payable to the County under the Contract, plus interest at the maximum rate allowed by law, and all costs of collection.

7.3 Whenever the Contractor submits a monthly report to the County pursuant to Article 38 herein, the Contractor also shall submit a signed written statement from the General Manager, verifying that the monthly report is accurate in all respects. The General Manager also shall verify each month that all of the Solid Waste and Recyclable Material collected by the Contractor has been delivered to a Designated Facility, and the Contractor's monthly report accurately accounts for all such deliveries.

7.4 At its expense, the County may inspect, copy and audit any books, records and documents of the Contractor that are relevant to the County's calculation of the amounts that are due and payable under the Contract.

ARTICLE 8 CONTRACT DOCUMENTS

This Solicitation any addendum and the following documents comprise the entire Contract to be awarded between the County and Contractor. The following documents are attached to this Solicitation and the Awarded Contract and they are incorporated in the Contract by this reference: Exhibit 1 through Exhibit 4

8.1 On the Effective Date, the Contract shall be supplemented with the following:

Performance Bond and Insurance Certificates and any amendments to the Contract that are approved by the County and Contractor

ARTICLE 9 ALL PRIOR AGREEMENTS SUPERSEDED

The Contract Documents will incorporate and include this Solicitation all Addendum, applicable to the matters contained in this Solicitation. The parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Solicitation that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Solicitation and the awarded Contract shall be predicated upon any prior representations or Contracts, whether oral or written. This Solicitation and the Awarded Contract shall supersede all prior Contracts between the parties regarding the matters addressed herein.

ARTICLE 10 INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are complementary; what is called for by one section, article or provision is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Franchise Agreement, Specifications, Instructions to Bidders, and General and Supplemental Conditions. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such

recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

ARTICLE 11 NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. 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 fax. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by fax 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, copies to:

(1) Hernando County Utilities
Environmental Services Director
21030 Cortez Boulevard
Brooksville, FL 34601
Telephone: (352) 754-4037
Facsimile: (352) 754-4485

(2) Hernando County Solid Waste
Solid Waste and Recycling Manager
14450 Landfill Rd.
Brooksville, FL 34614
Telephone: (352) 754-4112
Facsimile: (352) 754-4118

(3) Hernando County Purchasing and Contracts
Chief Procurement Officer
20 N. Main St. Room No. 365
Brooksville, FL 34601
Telephone: (352) 754-4020
Facsimile: (352) 754-4199

As to Contractor:

Republic Services of Tampa

Attention: Joe Assalti, General Manager

8608 Arcola Ave, Hudson, FL 34667

Telephone: (727) 868-2566

Facsimile: (727) 862-4854

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.

ARTICLE 12 TAXES

All Federal and State, Sales and Use taxes are the responsible of the Contractor.

ARTICLE 13 NO LIABILITY FOR DELAYS OR NONPERFORMANCE DUE TO FORCE MAJEURE EVENTS

13.1 Except for any payment obligation by either party, if the County or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Solicitation by reason of any event of force majeure, such inability or delay shall be excused at 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.

13.2 In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of the Contract by the Contractor substantially impossible, the County shall have the right to call the Performance Bond and engage another Person to provide necessary services.

13.3 An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the County or Contractor from performing any of its obligations (other than payment obligation) under this Solicitation:

(a) An Act of God, tornado, hurricane, flood, fire, explosion (except those caused by negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and excessively inclement weather;

(b) Acts of public enemy, acts of war, terrorism, insurrection, embargos, riots, civil disturbances, or national or international calamities;

(c) Suspension, termination or interruption of utilities necessary to the Contractor's operation or duties under this Solicitation that are not the fault of the Contractor;

(d) An injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and

(e) Any act, event, or condition, which is determined by mutual Contract of the County and the Contractor to be of the same general type as the events of force majeure identified in the preceding paragraphs.

13.4 Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.

13.5 To be entitled to the benefit of this Article 13, 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 Article 13, time is of the essence.

ARTICLE 14 BREACH AND TERMINATION OF CONTRACT

14.1 FAILURE TO FULFILL OBLIGATIONS OF CONTRACT DOCUMENTS

The County may terminate the Contract for Contractor's failure to fulfill a material obligation of the Contract, including but not limited to:

14.1.1 Failing to perform or abide by the terms of this Solicitation in any material manner.

14.1.2 Failing to begin work within the time specified in this Solicitation.

14.1.3 Failing to properly and timely perform work as instructed by the Contract Administrator or as provided in the Contract.

14.1.4 Willful delay in filing reports and audits or providing information requested by the Contract Administrator.

14.1.5 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.

14.1.6 Discontinuing operations without prior authorization from the Contract Administrator.

14.1.7 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Days, after being notified to do so.

14.1.8 Failing to obey any Applicable Law.

14.1.9 Failing to deliver Residential Waste collected to a Designated Facility.

14.2 TERMINATION FOR CAUSE

When any of the above reasons exist, the County may terminate the Contract, without prejudice to any other rights or remedies of the County, after giving the Contractor and the Contractor's surety, if any, written notice that the Contractor has seven (7) Days to cure the default. Contractor may be granted an extension of time to cure the default if it is not reasonably possible to comply within seven (7) Days.

14.2.1 If the Contractor fails to cure the default within seven (7) Days and the Contract is terminated by the County, the Contractor shall be entitled to receive compensation for all reasonable and allocable services that were satisfactorily performed by the Contractor up to the date of termination. If the County terminates the Contract because of the Contractor's default, the Contractor shall be liable for all excess costs that

the County is required to expend to complete the work covered by this Solicitation.

14.2.2 If the County terminates the Contract because of a default by the Contractor, the County may take over the work or any portion thereof or hire another Person to take over part or all of the work required under this Solicitation.

14.2.3 If the County terminates the Contract because of a default by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of the Contractor's default. The foregoing shall apply without regard to the County's rights pursuant to the Performance Bond. The County may apply the Performance Bond toward any damages incurred or it may seek performance or damages from the Contractor's Guarantor.

14.2.4 If the Contractor has abandoned performance under the Contract, then the County may terminate the Contract three (3) calendar days after providing written notice to the Contractor of its intention to do so. The notice shall state the evidence indicating the Contractor's abandonment. For purposes of this paragraph, abandonment constitutes ceased operations for a period of time that results in failure to perform the requirements of this Solicitation.

14.2.5 Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act, shall constitute a breach of the Contract by Contractor. In such cases, the County may terminate the Contract three (3) Days after giving notice to the Contractor of its intent.

14.2.6 Notwithstanding any other provision contained herein, if the County decides to terminate the Contract because of the Contractor's default, the County shall have the exclusive authority to designate the time and date when the termination shall take effect. The Contractor shall provide Collection Services in compliance with the requirements of this Solicitation until the time and date designated by the County for termination.

14.3 REPEAT VIOLATIONS OF CONTRACT DOCUMENTS

If the Contractor's record of performance shows that the Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants, conditions, or requirements contained in this Solicitation, and regardless of whether the Contractor has corrected each individual condition of default or paid liquidated damages, the Contractor shall be deemed a "habitual violator" and shall forfeit the right to any further notice or grace period to correct, and all of the prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Under such circumstances, the County shall issue the Contractor a final warning, citing the grounds therefore,

and any single default by Contractor of whatever nature, subsequent to the issuance of the County's notice, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the County may terminate the Contract upon giving written notice to the Contractor, and termination shall be effective when the notice is delivered. All fees due to the Contractor under the Contract shall be payable to the date of termination, and the Contractor shall have no further rights hereunder. Immediately upon receipt of the County's final notice, the Contractor shall cease any further performance under the Contract.

14.4 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 Solicitation, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Solicitation, regardless of the pending dispute.

ARTICLE 15 DISPUTE RESOLUTION PROCESS

15.1 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.

15.2 Upon mutual agreement of the Board and the Contractor, any claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of the Contract, including but not limited to claims for payment and claims for breach of the Contract, may be referred to non-binding mediation before initiation of any adjudicative action or proceeding, at law or in equity. In the event that both parties agree to mediation, then 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.

15.3 Notwithstanding the foregoing, if either party terminates the Contract 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.

15.4 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 Solicitation and Awarded Contract.

15.5 In the event of any claim, action or dispute arising from or related to the Contract Documents, such claim, action or dispute shall be held and maintained (venue) solely in Civil Court, Hernando County, Florida, or United States District Court, Middle District of Florida, Tampa Division, if applicable.

15.6 The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties and shall govern the interpretation of the Contract Documents. Any and all legal actions necessary to enforce this Solicitation or the

Awarded Contract shall be held and maintained solely in Hernando County, Florida and each of the parties shall be responsible for their attorney's fees.

15.7 In the event of any claim, action, dispute or appeal arising from or related to the Contract Documents, each party shall pay their own attorneys fees and costs, including trial and all appeals.

ARTICLE 16 CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THE CONTRACT

16.1 CONTINUATION OF CONTRACTOR'S SERVICE

If the Parties do not mutually agree to extend or to renew the Contract or if there are no renewal or extension options remaining, the County will attempt to solicit and award a new contract to a Contractor at least six (6) months prior to the expiration of the Contract. In the event a new Contract has not been awarded within such time frame, Contractor shall provide Collection Services to the County for an additional one hundred and eighty (180) calendar days after the expiration of the Contract, at the then established Rates, if the County requests this service.

16.2 COOPERATION PRIOR TO TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of the Contract, Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise Contract is awarded to a Firm 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.

16.3 COUNTY'S RIGHT TO PROCURE NEW SERVICES

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

16.4 SUBSEQUENT COUNTY ORDINANCES

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

ARTICLE 17 REMEDIES NOT EXCLUSIVE

17.1 The remedies specified in the Contract Documents shall supplement, and not be in lieu of, any other remedies provided at law or in equity.

17.2 The payment of any liquidated damages 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 the Contract.

17.3 The County's decision to refrain from assessing liquidated damages, or suspending or terminating the Contract, 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.

17.4 No remedy conferred by the Contract 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. However, in any suit between the County and Contractor for monetary damages based on the Contract, neither party shall be entitled to recover more than the sum of the actual damages it has suffered.

ARTICLE 18 LIQUIDATED DAMAGES

18.1 BASIS FOR LIQUIDATED DAMAGES

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 Article 18 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County have negotiated the terms and amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. The Contractor and County also have consulted with their legal counsel and confirmed that these liquidated damages are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of the Contract.

18.2 LIQUIDATED DAMAGES BEFORE COMMENCEMENT DATE

Prior to the Commencement Date, the Contractor shall prepare to provide its Collection Services in a responsible manner and, at a minimum, shall adhere to the requirements set out in Exhibit A. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit A, the County has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two tasks may lead to the termination of the Contract. The Contract Administrator may impose liquidated damages for Contractor's actions during the Transition Period, as set forth below, however, the damages set forth in Sections 18.2.1 through 18.2.4 may only be assessed if on the Commencement Date, Contractor fails to commence collection services substantially in accordance with this Agreement due to the failure, and damages set forth in Sections 18.2.5

and 18.2.6 may only be assessed where customer confusion significantly exceeding that normally attendant to a new startup collection service results from the failure:

18.2.1 Failure to hire the Contractor's General Manager or Operations Manager sixty (60) days before commencement. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

18.2.2 Failure to provide purchase orders or other documentation to the County ninety (90) days before commencement, confirming that all necessary Collection vehicles, equipment, and Recycling Bins/Carts have been ordered and will be delivered to the Contractor's equipment yard no later than fifteen (15) days before commencement. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

18.2.3 Failure to deliver the County-approved notices, brochures, and informational materials to all Customers fifteen (15) days before commencement. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.

18.2.4 Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, tagged, and equipped) fifteen (15) days before commencement. For each calendar day of delay, Ten Thousand Dollars (\$10,000) shall be assessed against the Contractor.

18.2.5 Failure to complete any one of the following tasks seven (7) days before commencement:

(a) hire and train all of the employees needed to provide Collection Service in compliance with the Contract;

(b) drive and inspect each Collection route with the driver for each Collection route and the Operations Manager or General Manager; and

(c) publish the second notice in the local newspapers concerning the Contractor's Collection Service.

For each failure of performance and for each day of delay, Ten Thousand Dollars (\$10,000) shall be assessed against the Contractor.

18.2.6 If the Contractor fails to comply with any other task identified in Exhibit 4 by the applicable deadline, liquidated damages of Two Thousand Dollars (\$2,000) shall be assessed against the Contractor for each calendar day of delay.

18.3 LIQUIDATED DAMAGES DURING TERM OF CONTRACT

During the term of the Contract, the Contract Administrator may assess liquidated damages as follows:

18.3.1 Failure to clean up spilled liquids or material in compliance with the requirements in the Contract, within the deadlines set forth herein, after notification by the Contract Administrator or a Customer. Each failure shall result in the imposition of a \$250 assessment per event.

18.3.2 Incomplete Routes and Missed Streets. A missed street is a street where no collection occurs on the scheduled collection Day. An incomplete route exists where more than 8% of the residences on the entire route (inclusive of all streets on that route) do not receive service on the scheduled collection Day. The assessment for a missed street is \$100. The assessment for an incomplete route is \$1,000. The missed locations shall be collected as provided for in this Agreement. If severe weather or other interfering conditions were the cause of such misses, as determined by the County, the Contractor's performance shall be excused, and the misses shall be collected as provided for in this Agreement, and/or as otherwise determined by the County and Contractor.

18.3.3 Mixing Solid Waste collected from Customers with Solid Waste collected from any other Person, unless prior approval for the mixing has been granted by the Contract Administrator, shall result in the imposition of an assessment of \$5,000 per incident.

18.3.4 Collecting Solid Waste or Recyclable Materials with vehicles that are not part of the dedicated fleet for the County, without prior written notice to the Contract Administrator by the Contractor, shall result in the imposition of an assessment of \$5,000 per incident, but only where materials collected pursuant to this agreement are delivered to other than a designated facility.

18.3.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner shall result in the imposition of an assessment of \$100 per incident per Day.

18.3.6 Failure to respond to a Legitimate Complaint within the specified time frame shall result in a \$100 assessment per incident per Day.

18.3.7 Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) Days of notification (or additional time granted under Article 30 shall result in the imposition of a \$250 per Day assessment for each occurrence until such complaint is resolved to the satisfaction of the County.

18.3.8 Failure to timely file any report or document required herein shall result in the imposition of a \$100 assessment for each Day that each report or document is late.

18.3.9 Failure to dispose of any Residential Waste collected at a Designated Facility shall result in the imposition of \$5,000 per incident.

18.3.10 Failure to correct chronic problems shall result in the imposition of a \$100 assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same individual dwelling unit within a 60 day period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments of \$100 may be imposed for each Legitimate Complaint thereafter.

18.3.11 Failure to correct chronic equipment problems that result in a performance failure pursuant to this agreement shall result in the imposition of a \$1,000 assessment. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or vehicle within a 60 day period which three instances result in three or more failures listed in this Section 18, but only where commercially reasonable efforts to correct the chronic condition were not undertaken by Contractor. The first assessment shall be imposed for the third problem. Additional assessments of \$1,000 may be imposed for each problem performance related failure thereafter.

18.3.12 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a \$100 assessment per occurrence per Day.

18.3.13 Failure to maintain office hours in the manner specified in this Solicitation shall result in a \$100 assessment per occurrence per Day.

18.3.14 Failure to replace or repair a damaged Collection Container or recycling bin where damaged by Contractor's negligence \$50 assessment per incident per Day.

18.3.15 If the Contractor notifies the Contract Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a \$200 assessment per incident.

18.3.16 Collections outside of the hours specified in this Solicitation, without prior approval of the Contract Administrator, shall result in a \$100 assessment per incident per calendar day.

18.3.17 Failure of Contractor's personnel to treat Customer(s) or their property in a professional manner shall result in a \$50 assessment per incident.

18.3.18 Failure to provide timely notices or educational materials shall result in the imposition of a \$1,000 assessment per event.

18.3.19 Failure to repair damage caused by Contractor's negligence to a Customer's property within the deadlines set forth in this Solicitation, after receiving notification by the Customer or Contract Administrator, shall result in the imposition of an assessment of \$250 per incident.

18.3.20 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a \$500 assessment per incident.

18.3.21 Failure to respond to the Contract Administrator by 5:00 p.m. on the first Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the General Manager or his designated employee, shall result in the imposition of an assessment of \$100, and \$100 for each additional Day of delay thereafter.

18.3.22 Failure to maintain or provide documents in the manner required herein shall result in the imposition of an assessment of \$100 per document per Day.

18.3.23 Permanently changing collection Days, without receiving prior approval from the Contract Administrator or without providing notice as required by Article 30 shall result in the imposition of an assessment of \$3,000 per incident.

18.3.24 Failure to provide sufficient back-up equipment, resulting in a failure to complete a Collection route by 6 p.m., shall be subject to an assessment of \$2,000 per incident, in addition to the assessment for failing to complete the Collection route.

18.4 PROCEDURE FOR ASSESSING LIQUIDATED DAMAGES

18.4.1 Based upon an investigation, the Contract Administrator shall determine whether liquidated damages should be assessed against the Contractor. At a minimum, the Contract Administrator shall discuss the relevant facts with the Contractor before the Contract Administrator decides to assess liquidated damages. The County shall not assess and the Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Contract Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, (including late setouts, failure to set out, or non-compliant set out by Customer), and without any fault or negligence of the Contractor. However, during the first one-hundred-eighty (180) days after commencement, Contractor shall not be subject to liquidated damages

except where Contractor is willfully negligent in providing services, and complaints occurring during this period shall not be considered in any liquidated damages provision which is assessed based on a cumulative number of events.

18.4.2 Prior to assessing liquidated damages, the Contract Administrator shall provide written notice to the Contractor, indicating the County's intent to assess liquidated damages and the basis for the County's position.

18.4.3 After receiving the Contract Administrator's letter, Contractor shall have ten (10) Days to file a written letter of protest with the Contract Administrator.

18.4.4 If a protest is timely filed, the matter shall be referred to the County Administrator for resolution. The County Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Administrator's decision shall be final and non-appealable.

18.4.5 If a protest or petition is not timely filed by the Contractor, or if the County Administrator concludes that liquidated damages should be assessed, the Contract Administrator shall deduct the liquidated damages from the County's next payment to the Contractor for Collection Services provided that Article 19 has gone into effect. .

ARTICLE 19 PAYMENTS WITHHELD FROM CONTRACTOR

****Article 19 will only be enforceable if the County collects payment from the Customer in the way of an assessment****

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

- 19.1 Unsatisfactory work not caused by conditions beyond the Contractor's control;
- 19.2 Defective work that has not been corrected;
- 19.3 The Contractor's failure to carry out instructions or orders of the County;
- 19.4 Failure of the Contractor to make payments to any subcontractor for materials or labor, which results in a claim against the County;
- 19.5 Unsafe working conditions allowed to persist by the Contractor; or

19.6 Failure of the Contractor to provide routes, schedules, data, or reports requested by the County.

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 Contract Administrator shall not exercise the County's right to withhold payments under this section unless the Contract Administrator concludes that such action is reasonable and necessary in light of the Contractor's problems or failure of performance.

ARTICLE 20 ASSIGNMENT OR TRANSFER OF CONTRACT

20.1 ASSIGNMENT

20.1.1 No assignment of the Contract or any right or responsibility occurring under the Contract shall be made in whole or in part by the Contractor without the express written consent of the County. The County shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of the Contract made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of the Contract. In such cases, the County may terminate the Contract by giving written notice to the Contractor, and upon the date of such notice, the Contract shall be deemed immediately terminated. Upon such termination all liability of the County under the Contract to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the County shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of the Contract.

20.1.2 In the event that the County consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.

20.1.3 If any assignment is approved by the County, the assignee shall fully assume all of the liabilities of the Contractor.

20.1.4 Excepting contract labor, which is used from time to time, the requirements of this Article 20 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under the Contract.

20.2 TRANSFER OF CONTRACT

The transfer of the Contract, by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Contractor, shall be effective only after approval by the County. Any transaction that results in the Contractor or its assets being purchased by or merged with

another Person shall constitute a transfer of the Contract, which is subject to the County's approval. An application to transfer the Contract shall be submitted jointly by the proposed transferor and transferee, and shall contain the same information that was necessary for the granting of the franchise pursuant to the County's BID. The proposed transferee shall verify in writing that (a) it will comply with all of the requirements in the Contract and (b) it has the financial resources, expertise, equipment and other capabilities necessary to do so. The County may grant or deny the application for transfer, or may grant the application subject to conditions.

ARTICLE 21 AMENDMENTS TO THE CONTRACT DOCUMENTS

21.1 GENERAL REQUIREMENTS

The Contract Documents shall not be considered modified, altered, changed or amended in any respect unless in writing and the amendment is signed by the Contractor and the Board or its designee.

21.2 COUNTY POWER TO AMEND CONTRACT

The County shall have the power to make changes in the Contract Documents relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The County and Contractor agree to enter into good faith negotiations to modify the Contract and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor.

21.3 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 the Contract Documents. 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 the Contract may need to be modified. The County and Contractor agree to enter into good faith negotiations regarding amendments to the Contract, which may be required in order to implement changes for the public welfare or due to a Change in Law.

21.4 WAIVER OF RIGHTS

No delay or failure to exercise a right under the Contract 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 the Contract 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 the Contract 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 the Contract.

ARTICLE 22 COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE 23 EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Solicitation because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the County with a copy of its Affirmative Action Policy, upon request. A copy of the policy also shall be submitted to the Contract Administrator at least thirty (30) calendar days before the Commencement Date.

ARTICLE 24 SURVIVABILITY

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

ARTICLE 25 SEVERABILITY

The definitions and provisions contained in the Contract 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 the Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the County, 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 the Contract shall remain unmodified and in full force and effect. The Contract shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

ARTICLE 26 DUTIES OF FAIR DEALING

26.1 The Contractor declares and warrants that the Contractor enters into the Contract without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in the Contract are made fairly and in good

faith, and that no County Commission member, County officer, or County employee, directly or indirectly owns more than .01% of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than .01% from the profits or emoluments of the Contract, nor has the Contractor provided any gift to any such Person or their family.

26.2 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 the Contract, and the Contractor has not paid or agreed to pay any Person, company, corporation, individual or firm, 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 the Contract.

26.3 The Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

ARTICLE 27 FRANCHISE FEES

The Contractor shall pay a Franchise Fee to the County. The Franchise Fee shall be the annual fee established under County Ordinance 2000-01 and Resolution 2000-47.

ARTICLE 28 ADJUSTMENTS TO THE SERVICE AREA

28.1 DESCRIPTION OF THE SERVICE AREA

The Service Area(s) includes those portions of the unincorporated County depicted in Exhibit 1, which is attached to this Solicitation or as otherwise described in the Contract Documents.

28.2 ADJUSTMENTS TO THE SERVICE AREA

The County reserves the right to add properties to the Service Area if such addition is contiguous to any area within the then existing Service Area. There shall be change in the Contractor's Rate for the newly added properties or to existing Customers.

ARTICLE 29 CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

29.1 Contractor is responsible for ensuring that there is no disruption in the Collection Service provided to Customers when the Contractor begins to provide its services under the Contract on the Commencement Date.

29.2 Contractor shall follow the Transition Plan as provided in Exhibit A. The Transition Plan is subject to Change/Modification as may be determined by the Contract Administrator.

SECTION III DESCRIPTION OF RESIDENTIAL COLLECTION SERVICES
(From Bid Document 11-0008)

ARTICLE 30 CONTRACTOR'S DUTIES FOLLOWING COMMENCEMENT DATE

Article 30 (In Bid Document)

30.1 GENERAL

- 30.1.1 Except as otherwise provided herein, the Contractor shall collect and transport all of the Residential Waste generated by each Customer, and the Contractor shall do so in compliance with the requirements contained in this Solicitation.
- 30.1.2 The Contractor shall deliver all of the Solid Waste it collects pursuant to this Solicitation to a Designated Disposal Facility, in compliance with the requirements of this Solicitation.
- 30.1.3 The Contractor shall deliver all of the Recyclable Materials it collects pursuant to this Solicitation to a Designated Recycling Facility, in compliance with the requirements in this Solicitation.

30.2 CONTRACTOR'S SPECIFIC COLLECTION SERVICES

The Contractor shall provide the following services to each Customer that is entitled to receive Residential Collection Service if the County elects the particular service:

- 30.2.1 Automated Collection (if implemented by mutual agreement between County and Contractor) - Garbage and Rubbish shall be collected at Curbside at least one (1) time each week, using automated or semi-automated equipment and Roll Carts.
- 30.2.2 Manual Collection – shall be collected at curbside two (2) times each week.
- 30.2.3 Yard Trash shall be collected at Curbside at least two (2) times per month.
- 30.2.4 Recyclable Materials shall be collected and sorted at Curbside at least once each week at each of the Dwelling Units located in the portions of the Service Area depicted in Exhibit 1.
- 30.2.5 Customers are entitled to four (4) bulk waste collections per fiscal year. Bulk Waste shall be collected at Curbside within seventy-two (72) hours after the Customer or the Contract Administrator requests the Contractor to collect such materials. The seventy-two (72) hours shall not include Saturdays, Sundays, or Holidays.
- 30.2.6 The Contractor's drivers shall promptly notify the Operations Manager whenever the drivers observe Bulk Waste located on a Collection route. The Operations Manager shall arrange for the Collection of all such materials within 72 hours (excluding Saturdays, Sundays, and Holidays). The Operations Manager also shall arrange for the Collection of such

materials within 72 hours (excluding Saturdays, Sundays, and Holidays) when requested to do so by the Contract Administrator or a Customer.

30.2.7 The Contractor shall collect all of the Garbage, Rubbish, Yard Trash, Recyclable Materials, and Bulk Waste that are Set Out by a Customer receiving Residential Collection Service. However, the Contractor may request and the Contract Administrator shall grant relief from this requirement in appropriate cases if the Contract Administrator confirms that a Customer is disposing of excessive amounts of Solid Waste, which are being generated by a commercial business or similar enterprise.

30.2.8 The Contractor shall provide Back Door Service to a handicapped Person if: (a) the Person is entitled to receive Residential Collection Service; (b) the Person has requested and the Contract Administrator has approved Back Door Service, based on the Person's handicap; (c) there are no able-bodied adults residing with the handicapped Person; and (d) the County has given written notice to the Contractor that it shall provide Back Door Service to the handicapped Person. If these criteria are satisfied, the Back Door Service shall be provided at no additional cost to the County or Customer. The point of Collection for Back Door Service shall be the Customer's back yard, side yard, or other location that is mutually acceptable to the Contractor and the Customer. The Contractor shall provide Back Door Service on the Scheduled Collection Day when Residential Collection Service would otherwise be provided to the Customer.

30.2.9 The Collection of a Customer's Garbage, Rubbish, Yard Trash, and Recyclable Materials shall occur on the same Scheduled Collection Day. However, the Contract Administrator may approve different schedules for the Collection of different types of materials, if the Contractor demonstrates to the Contract Administrator's satisfaction that different schedules will provide significant savings to the County's residents.

30.2.10 The Contractor shall collect all of the Recyclable Materials that are accepted for Recycling at the Designated Recycling Facility.

30.3 HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

30.3.1 The Contractor shall provide all of its Collection Services from Monday through Friday, except Holidays.

30.3.2 The Contractor shall not provide Residential Collection Services to Customers on Saturday or Sunday, except when authorized pursuant to Article 30.4.

30.3.3 The Contractor shall not provide Residential Collection Service before 6:00 a.m. or after 6:00 p.m.

30.3.4 Notwithstanding anything else contained herein, the hours and Days of Collection may be extended or modified when (a) such change is

requested by the Contractor and approved in advance by the Contract Administrator or (b) when the Contract Administrator determines that such change is necessary.

30.4 SCHEDULES, HOLIDAYS AND ROUTES FOR COLLECTION SERVICE

- 30.4.1 The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Solicitation and maximize the efficiency of the Contractor's operations. However, to the extent practicable, the Contractor shall attempt to ensure that the Collection Plan minimizes the changes and disruptions in the County's existing Collection schedules and routes. The Contractor shall submit its proposed Collection routes and schedules to the Contract Administrator with the Contractor's Collection Plan. The proposed Collection routes and schedules shall be subject to the Contract Administrator's approval. After approval is granted, the Contractor shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan.
- 30.4.2 When a Customer's Scheduled Garbage Collection Day is a Holiday, the Contractor shall collect that Customer's Garbage, Yard Trash, and Recyclable Materials, on the next scheduled Garbage collection day for that Customer.
- 30.4.3 The quantity of Solid Waste generated in the County may fluctuate during each Contract Year and from year-to-year. These fluctuations will not justify a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste that is Set Out on the scheduled routes on the Scheduled Collection Days.

30.5 CHANGES TO COLLECTION SCHEDULES AND ROUTES

- 30.5.1 After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service unless the change will result in major cost savings or benefit to the Customers. The Contractor shall submit to the Contract Administrator a description of all proposed route, schedule, and operational changes at least thirty (30) calendar days prior to implementation of such changes, unless a shorter timetable is approved by the Contract Administrator.
- 30.5.2 If the Contract Administrator approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with written notice of the change. If the Contract Administrator approves a change to a Customer's Scheduled Collection Day, the notice shall be delivered to each affected Customer at least twice. The first notice shall be delivered at least two (2) weeks prior to such change, and the second notice shall be delivered approximately one week before the change, unless a different schedule is authorized by the Contract Administrator.

- 30.5.3 On each Scheduled Collection Day, the Contractor shall notify the Contract Administrator of any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Collection Schedule for that Day. The Contractor shall provide notice within two (2) hours of the event.
- 30.6 PROPER COLLECTION PROCEDURES FOR CONTRACTOR
- 30.6.1 Contractor shall thoroughly empty Collection Containers and return them in an upright position to the location where they were placed by the Customer.
- 30.6.2 Contractor shall handle Collection Containers carefully and in a manner to prevent damage.
- 30.6.3 The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- 30.6.4 The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects.
- 30.6.5 The Contractor shall not crush or compact any White Goods that the Contractor collects.
- 30.6.6 The Contractor shall remove Yard Waste from any Plastic Bag that was used as a yard waste container before placing the Yard Waste in the Collection vehicle. The Plastic Bag shall be disposed of separately from the Yard Waste at the Designated Disposal Facility.
- 30.7 RESTRICTIONS ON COLLECTION OF MIXED LOADS
- 30.7.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.
- 30.7.2 During the Collection process, the Contractor shall not combine Recyclable Materials with Yard Trash, White Goods, Garbage, Rubbish, or any other type of Solid Waste.
- 30.7.3 Recyclable Materials, Yard Trash, and White Goods shall each be handled separately by the Contractor at all times during the Collection process. If necessary, the Contract Administrator may designate other materials that shall be handled separately under a proposed Contract.
- 30.7.4 The Contractor shall not combine Solid Waste or other materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 30.7.5 The Contractor shall not combine Residential Waste generated by a Customer with any type of Solid Waste or Recyclable Material generated by any person other than a Customer, unless such action is approved in advance by the Contract Administrator.

- 30.7.6 The Contractor shall not collect Recyclable Materials with a vehicle used for the collection of Solid Waste, unless such action is approved in advance by the Contract Administrator.
- 30.7.7 Notwithstanding the foregoing restrictions in this Article 30, the Contract Administrator may allow the Contractor to combine different types of Solid Waste or Recyclable Materials if the Contract Administrator determines that this practice will be in the public interest. In such cases, the Contractor shall file a written request with the Contract Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Contract Administrator may grant or deny the request, in the Contract Administrator's sole discretion.

30.8 NON-COLLECTION PROCEDURES

- 30.8.1 The Contractor is not required to collect Residential Waste or other materials that have not been Set Out for Collection in accordance with the provisions of this Solicitation. If the Contractor elects to not collect such materials, Contractor shall immediately place a Non-Collection Notice on the container or the Non-Conforming Materials. If the Contractor does not place a Non-Collection Notice on the container or material, the Contract Administrator may require the Contractor to return promptly and provide proper notice, or if the materials are not Non-Conforming, collect the materials.
- 30.8.2 The Contractor is responsible for visually inspecting each Customer's Recycling Bins (if a bin system is instituted) to determine whether they contain Non-Conforming Material (e.g., Garbage) or excessively contaminated Recyclable Materials. Contractor shall leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Bin/Cart, and shall immediately place a Non-Collection Notice on the container explaining why the material was not collected.
- 30.8.3 The Contractor shall refuse to collect Residential Waste from a Customer if the Contractor believes that the Residential Waste contains Exempt, Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the container, take photographs of the improper waste (if possible), and immediately notify the Contract Administrator. If the generator of such waste is unknown, the Contractor shall work with the Contract Administrator to identify the generator.
- 30.8.4 The design and content of the Non-Collection Notices shall be developed by the Contractor and subject to the approval of the Contract Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any further questions for the Contractor.

30.9 PROCEDURES FOR MISSED COLLECTIONS

If the Contract Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall return to the Customer's Premises by 6 p.m. on the following Day and collect all of the Residential Waste that has been Set Out for Collection.

30.10 PROTECTION OF PRIVATE AND PUBLIC PROPERTY

30.10.1 The Contractor's employees shall not trespass on private property for any reason, unless the occupant or owner of the property has given permission. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

30.10.2 The Contractor's employees shall not damage any public or private property, including but not limited to roads, mail boxes, driveways, sidewalks, flowers, shrubs, grass, and Collection Containers.

30.10.3 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Contract Administrator or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Contract Administrator and Customer before the end of that Day. If the Contract Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Contract Administrator and Customer before noon on the next Day. The Contractor shall promptly repair any damage within three (3) Days, unless the Contractor requests and the Contract Administrator grants approval of an extension of time. The County's approval shall not be unreasonably withheld. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Contract Administrator. In all cases, the Contractor shall be required to restore the public or private property to a condition equal to or better than the condition that existed before the damage occurred.

30.11 CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

30.11.1 Except as otherwise provided herein, the Contractor shall have the right to use the public roadways in the County.

30.11.2 The Contractor shall use suitable vehicles and equipment, as necessary, to provide Collection Service on dead-end streets, narrow streets, unpaved streets, and other areas where access is limited.

- 30.11.3 The Contractor's vehicles shall not enter or drive upon any private driveways or Improved Real Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 30.11.4 Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets and alleys.
- 30.11.5 The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges and roadways when the County determines it is in the public's best interest. The County shall provide the Contractor with reasonable notice of such denial so that the County's action does not unduly interfere with the Contractor's normal operations.
- 30.11.6 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 within twenty-four (24) hours to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 30.11.7 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 Customers' Residential 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 at such other location specified by the Contract Administrator.
- 30.11.8 If the Contractor encounters a Customer or situation (e.g., electrical wires; trees; other obstructions) that prevents the Contractor from gaining the access needed to provide the Collection Service required in the proposed Contract, the Contractor shall report the problem to the Contract Administrator and the Contract Administrator shall resolve the problem. In such circumstances, the Contract Administrator may require the Contractor to provide its Collection Services with rear-load vehicles, light-duty trucks, or by other means.

30.12 COUNTY'S DESIGNATED FACILITIES

- 30.12.1 The Contractor shall deliver all of the Solid Waste collected pursuant to this Solicitation to a Designated Disposal Facility. All of the Recyclable Materials that have been segregated by Customers and Set Out for Collection shall be delivered by the Contractor to a Designated Recycling Facility.

- 30.12.2 The Designated Disposal Facility for Garbage, Rubbish, Yard Trash and White Goods is the County's North West Waste Management Facility, which is located at Brooksville, Florida.
- 30.12.3 The Designated Recycling Facility is the County's Recovered Materials Processing Facility at the County's North West Waste Management Facility.
- 30.12.4 The County reserves the right to change the designated facility in the future to another site within the County.
- 30.12.5 WAIVER OF FLOW CONTROL CLAIMS. The Contractor has voluntarily entered into the Contract for the purpose of enjoying the economic and other benefits conferred upon the Contractor by the Contract. To ensure that the County also enjoys the benefits of the Contract, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Solicitation or the Awarded Contract that require the Contractor to use a Designated Facility for the disposal or processing of Residential Waste collected by the Contractor. This waiver includes but is not limited to any claim that this Solicitation or the Awarded Contract 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.

30.13 SPILLAGE AND LITTER BY CONTRACTOR

- 30.13.1 Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.
- 30.13.2 Contractor shall immediately pick up any spillage from Collection Containers that is caused by the Contractor.
- 30.13.3 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 pick up such material.
- 30.13.4 Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law, Section 403.413, Florida Statutes, or Chapter 14 Article 3 Section 14-65 of the Hernando County Code of Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 30.13.5 The Contractor shall immediately clean up any oil or hydraulic fluid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any associated damage.

- 30.13.6 If the Contract Administrator or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter or a leak or spill of Solid Waste, oil or hydraulic fluid, the Contractor shall cleanup the material before the end of the Day. If the Contract Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean-up the material before noon on the next Day.
- 30.14 **CONTRACTOR'S SAFETY PROGRAM**
- 30.14.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under the proposed Contract. The safety plan shall comply with the requirements in OSHA and similar Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Contract Administrator a minimum of thirty (30) days prior to the start of collection services. The Contractor shall comply with its safety plan at all times.
- 30.14.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 30.14.3 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 the successful training of each employee, shall be maintained on file and shall be provided to the Contract Administrator upon request.
- 30.14.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 30.14.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner.
- 30.14.6 A written procedure shall be established 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.
- 30.15 **CONTRACTOR'S COLLECTION PLAN**
- 30.15.1 The Contractor shall prepare and submit a Collection Plan upon the Award of this Solicitation that describes in detail how the Contractor will provide Collection Services in compliance with the requirements in this Solicitation. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, identifying the Days when Collection Service will be provided, the starting and ending points for the route, and the type of Collection Service that will be provided on the route on each Scheduled Collection Day.

- 30.15.2 An updated Collection Plan shall be submitted Thirty (30) days prior to implementation to the Contract Administrator whenever the Contractor proposes changes to the Collection Plan.
- 30.15.3 The Collection Plan and all revisions to the plan are subject to the Contract Administrator's prior written approval.

30.16 COMPACTION OF RECYCLABLE MATERIALS

Contractor may compact Recyclable Materials while on board the Contractor's vehicle, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Recyclable Materials. If the compaction process or density, adversely affect the marketability of the Recyclable Materials, the allowable density may be changed by the Contract Administrator, without increasing the Rates.

30.17 HANDLING CUSTOMER COMPLAINTS

- 30.17.1 The Contractor shall be responsible for receiving all complaints from Customers.
- 30.17.2 The General Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is any dispute or uncertainty, the Contract Administrator shall determine whether a Customer's complaint is a Legitimate Complaint, subject to the dispute resolution procedures. Legitimate Complaints include but are not limited to:
Missed Collections; Failure to respond to Missed Collections in compliance with the requirements of the Contract; Mishandling of Solid Waste, Recyclable Materials, or Collection Containers; Failure to maintain vehicles or equipment; Failure to pick up litter; Failure to obey traffic regulations; and Discourteous treatment of Customers.
- 30.17.3 The Contractor shall take whatever steps are necessary to remedy the cause of a Legitimate Complaint by 5 p.m. the next business day after receiving notice from the Customer or the Contract Administrator. The Contractor may request and the Contract Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so by 5 p.m. the next business day.
- 30.17.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system at the time the Contractor receives the Complaint. The Contractor shall configure the system in a manner that allows the Contract Administrator to (a) access the system and monitor the complaints from the County's computers, (b) identify the locations of the Customer complaints in real time on a street map, and (c) compare current and historical complaints, by type of complaint and by location. The format of the information collected in the electronic tracking system shall be

subject to the Contract Administrator's approval. With the Contract Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log.

30.17.5 Dispute Resolution Process for Customers:

30.17.5.1 The Contractor shall promptly notify the Contract Administrator whenever the Contract Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of the Contract and the Ordinance. The Contractor shall immediately notify the Contract Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Days after receiving the Customer's complaint. The Contract Administrator shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters.

30.17.5.2 The Contract Administrator shall notify the Contractor and the Customer in writing concerning the Contract Administrator's decision about the disputed issues.

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

30.17.5.4 If a request is filed, the County Administrator shall act upon such request within twenty (20) Days. The County Administrator shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Administrator shall notify the Customer, the Contractor, and the Contract Administrator in writing concerning the County Administrator's decision. The County Administrator may: confirm, in whole or in part, the Contract Administrator's findings; grant relief to the Customer or the Contractor; or take whatever other action the County Administrator deems necessary and appropriate. The County Administrator's decision shall be final and non-appeal able.

30.18 PUBLIC NOTICES AND EDUCATIONAL SERVICES

30.18.1 The Contractor shall provide notices, and shall assist the County with its educational services, to help educate the public about the County's Solid Waste management system. The design and content of the notices shall be subject to the prior approval by the Contract Administrator. The Contractor shall provide a draft copy of each notice to the Contract Administrator at least twenty-one (21) calendar days prior to printing and distribution.

30.18.2 Once per fiscal year the Contractor shall assist the County with its efforts to educate the public concerning the County's Solid Waste management

programs. Upon the Contract Administrator's request, the Contractor shall distribute door-hangers, stickers, flyers, or other informational material developed by the County. The County also may provide, and the Contractor shall assist the County with, public education programs for students, facility tours, advertising, and similar materials and activities.

30.18.3 In addition, the Contractor shall provide the following notices:

(a) Notice of Commencement of Service Physically Delivered to All Customers in Service Area

The Contractor shall design, print, and deliver a notice concerning the commencement of the Contractor's Collection Service. The notice shall be delivered twice to each Customer within the Service Area. The first notice shall be delivered at least two (2) weeks prior to the Commencement Date. The second notice shall be delivered approximately one (1) week before the Commencement Date. The first notice shall include any brochures or educational materials provided by the County concerning the County's Solid Waste management programs.

(b) Notice of Commencement of Service Published in Local Newspaper of General Circulation

The Contractor shall prepare and publish a notice concerning the commencement of the Contractor's Collection Services. The notices shall be published at least two (2) times. The first notice shall be published at least two (2) weeks prior to the Commencement Date. The second notice shall be published approximately one (1) week before the Commencement Date. The notices shall be published in the following local newspapers:

- (i) the *Hernando Times* (of the St. Pete Times);
- (ii) the *Hernando Today* (of the Tampa Tribune).

The notices shall not be published with the legal advertisements in the newspapers. The notices shall cover at least one-quarter (1/4) of a page in the newspaper.

30.19 CONTRACTOR'S COLLECTION SERVICES FOR COMMUNITY EVENTS

The Contractor shall provide Solid Waste and Recycling Collection Service for Community Events (e.g., Holiday celebrations, community clean-ups), when such service is requested by the Contract Administrator. However, the Contractor shall not be required to provide Collection Service for more than two (2) Community Events per Contract Year, and the Contractor shall not be required to provide more than two (2) roll-off containers (20 cubic yards or greater) per Community Event.

30.20 COLLECTION OF GARBAGE AFTER A DISASTER

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect 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 Contract Administrator. The Contractor shall use its best efforts to resume its Collection Services on the Scheduled Collection Days as soon as possible after the disaster.

30.21 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or manmade disaster, the Contract Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Contract Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Contract Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules. The Contractor shall provide the Contract Administrator with any requested information so that the Contract Administrator and Contractor can evaluate and respond to the disaster.

The County may suspend its operations at the Northwest Landfill when weather conditions (e.g., lightning) threaten the safety of the County's employees and customers. If the County's operations will be discontinued for the balance of a Scheduled Collection Day, the Administration shall contact the Contractor to determine the status of the Contractor's Collections and the resumption of the Contractor's normal Collection schedule.

30.22 COLLECTION OF DISASTER DEBRIS

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recyclable Materials, and Yard Trash as soon after the natural disaster as possible. The collection and disposal of Disaster Debris shall not be the responsibility of the Contractor under this Solicitation, except for limited collection after the County's Disaster Contractor has completed the recovery process.

Under a separate contract, the County shall procure general countywide collection and disposal services for Disaster Debris. The Contractor agrees, however, to fully cooperate with the County and the debris collection contractor in the aftermath of a natural or manmade disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.

30.23 CONTRACTOR'S CONTINGENCY PLAN

Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation

renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service. The Contingency Plan shall be submitted to the Contract Administrator thirty (30) days prior to start of service. Thereafter, the Contingency Plan shall be updated and resubmitted to the Contract Administrator with the Contractor's annual report, and also within two (2) Days whenever the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Contract Administrator's approval.

30.24 COUNTY'S EMERGENCY MANAGEMENT MEETINGS

Contractor shall attend the County's emergency management/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, and security codes to private community gates. The Contract Administrator shall notify the Contractor of the date, time and location of the meetings, and any necessary materials to be provided by the Contractor.

SECTION IV COLLECTION/CUSTOMER SERVICE STANDARDS **(From Bid Document 11-0008)**

ARTICLE 31 SPECIFIC PROVISIONS RELATING TO CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

31.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

31.1.1 The Contractor shall purchase and/or lease, and maintain and repair, all of the vehicles and equipment necessary to maintain its approved Collection schedules, and to promptly and efficiently comply with the requirements in this Solicitation. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If the Contractor must use a substandard road (as determined by the Contract Administrator) to obtain access to a Customer, the Contractor shall use lightweight vehicles and equipment when providing Collection Service on such roads.

31.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original.

31.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

31.1.4 All Collection vehicles shall be painted a uniform color.

31.1.5 Advertising shall not be allowed on the vehicles, Recycling Bins/Carts, or equipment used to provide Collection Service in the County.

31.1.6 All of the Contractor's vehicles used for the Collection of Recyclable Materials shall have at least two (2) compartments. One (1) compartment shall be used for paper products and one (1) or more compartments shall be used for other Recyclable Materials.

31.1.7 The vehicles and Collection equipment used to provide Collection Service pursuant to this Solicitation shall be dedicated to and used exclusively for the benefit of the County. However, the Contract Administrator may approve the use of the County's dedicated vehicles and equipment for other purposes, and may approve the use of other vehicles and equipment for the benefit of the County, when the Contract Administrator determines such actions are consistent with the County's interests.

31.1.8 The dedicated fleet of Collection vehicles used by the Contractor under this Solicitation shall not exceed an average age of five (5) years and no vehicle shall exceed a maximum age of eight (8) years, unless it is used as a reserve vehicle only. A reserve vehicle shall not exceed a maximum age of ten (10) years.

31.2 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

31.2.1 All vehicles used to provide Collection Services under this Solicitation shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; and (e) an audible back-up warning device. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.

31.2.2 All vehicles used to provide Collection Services under this Solicitation shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Operations Manager, and the General Manager. The proposed communications system is subject to approval by the Contract Administrator.

31.2.3 The Contractor's Collection vehicles must be able to be equipped with Radio Frequency Identification (RFID) reading equipment that is compatible with the RFID tags that the County has placed on the Roll Carts supplied by the Contractor if the County institutes RFID tag technology in the future. The RFID tags and reading equipment will be used to (a) track and verify the location of the Roll Carts, (b) track any repairs are required to or performed on the Roll Carts, and (c) provide additional solid waste collection information, if requested by the County.

31.3 RESERVE VEHICLES AND EQUIPMENT

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

31.3.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

31.4 MAINTENANCE AND CLEANING

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

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

31.4.3 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.

31.5 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

31.5.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on both side doors of the Contractor's Collection vehicles. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all Collection vehicles.

31.5.2 All Collection vehicles shall display information approved by the Contract Administrator concerning the type of material (e.g., Solid Waste or Recyclable Materials) being collected and identify that the Collection vehicle is being used to collect "Hernando County" solid waste. The information shall be displayed at all times, on both sides of the vehicle body, in letters at least four (4) inches high. The information displayed on the Contractor's vehicles shall be subject to Contractor's approval, which shall not be unreasonably withheld.

31.6 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

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

31.6.2 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.

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

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

31.7.1 The Contract Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time. The County reserves the right to inspect each Collection vehicle, each day, prior to its use in the County.

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

31.8 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for all of the vehicles and equipment used pursuant to this Solicitation. The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

ARTICLE 32 SPECIFIC PROVISIONS PERTAINING TO CONTRACTOR'S PERSONNEL

32.1 GENERAL REQUIREMENTS

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

32.2 GENERAL MANAGER

Contractor shall appoint a senior employee to serve as the General Manager. The General Manager shall be the primary point of official contact on behalf of the Contractor for all technical and administrative matters pertaining to the Contract. The General Manager must have at least five (5) years of prior managerial experience with programs of this nature and size. The General Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under the Contract. The General Manager shall have direct access to the Contractor's management for resolving problems beyond the General Manager's authority. At all times during the term of the Contract, the Contract Administrator shall have immediate access to the General Manager by telephone and electronic mail. The General Manager shall be responsible for overseeing and implementing the Contractor's performance under the Contract. If the General Manager is out of the office and temporarily unable, the Contractor shall designate another managerial employee, which may include but not be limited to the Operations Manager, to respond to any electronic mail or calls received from the Contract Administrator during the General Manager's absence.

32.3 OPERATIONS MANAGER

The Contractor shall designate one or more Operations Managers, who shall oversee the Contractor's day-to-day operations and Collection Services under the Contract. At all times during the term of the Contract, the Contract Administrator shall have immediate access to the Operations Manager by telephone and electronic mail. If the Operations Manager is out of the office and temporarily unable to receive electronic mail, the Contractor shall require another employee to respond to any electronic mail received from the Contract Administrator during the Operations Manager's absence.

32.4 EMPLOYEE CONDUCT

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

32.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the

identification at all times while on duty. The Contract Administrator has the right to approve the identifiers or identification furnished by the Contractor.

32.6 ATTIRE FOR EMPLOYEES

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

32.7 REMOVAL OF EMPLOYEES

The Contract Administrator 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 reasonable cause only and shall be addressed in writing to the Contractor's General Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the County harmless from and against legal actions by any employees so removed.

33.8 EMPLOYEE TRAINING AND LICENSES

33.8.1 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 the Contract and all Applicable Laws.

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

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

33.9 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, the Americans with Disabilities Act, and the Fair Labor Standards Act.

33.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

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

for paying any wages and providing any employment benefits to such Person.

ARTICLE 34 CONTRACTOR'S OFFICE

- 34.1 The Contractor's office shall be open for business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except Holidays.
- 34.2 The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the County and the Contractor's obligations under this Solicitation.
- 34.3 The Contractor shall have a toll-free telephone number for calls from Customers in the County. During normal office hours, all calls concerning complaints shall be answered by a Person located in the Contractor's office. The Contractor shall use an answering machine or answering service to record messages when the office is closed. The Contractor shall promptly respond to all recorded calls. At the latest, the Contractor shall respond immediately after opening the Contractor's office for business on the next Day after the recorded call was received.
- 34.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. Such process shall be subject to the Contract Administrator's approval.
- 34.5 The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Contract Administrator, the Contractor's General Manager, the Contractor's Operations Manager, and all of the Contractor's Collection vehicles.
- 34.6 Recycling Bins/Carts shall be stored at the Contractor's local office and made available to Customers.

ARTICLE 35 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under the Contract. The County shall have twenty-four (24) hour access to the Contractor's General Manager and Operations Manager 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 General Manager and Operations Manager shall not satisfy the requirements of this paragraph.

ARTICLE 36 COORDINATION WITH CONTRACT ADMINISTRATOR

The Contract Administrator is hereby designated as the public official responsible for the administration of the Contract by the County. Contractor shall diligently work with the

Contract Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under the Contract and the Contract Administrator's review of the Contractor's work.

ARTICLE 37 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 Solicitation. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully.

SECTION V - BILLING AND PAYMENT

I. BID PRICE (Section I, paragraph 3.9 of Bid Document 11-0008)

- 3.9.1 The prices bid shall be firm.
- 3.9.2 Prices shall be inclusive of all labor, equipment and materials necessary to collect, transport and dispose of County's Class 1 waste to the Northwest Waste Management Facility.
- 3.9.3 Bidder hereby certifies that this bid is made without prior understanding, Contract or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the Bidder.
- 3.9.4 ANNUAL ADJUSTMENTS TO RATES FOR COLLECTION SERVICES
 - 3.9.4.1 On October 1, 2012 and annually thereafter, the Collection and hauling component of the Rates may be adjusted to reflect any changes in the cost of Collection during the previous Contract Year due to inflation or deflation.
 - 3.9.4.2 If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator at least one hundred twenty (120) calendar days prior to October 1 of the Contract Year for which the adjustment is sought. The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this Article 3.9.4.
 - 3.9.4.3 The adjustment to the Collection portion of the Rates in SECTION V shall be based on the changes in the Consumer Price Index and Oil Price Information Service ("OPIS"), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the CPI and OPIS, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur. Fifteen percent (15%) of the total

adjustment to the Rates shall be based on the change in the cost of diesel fuel, as reflected by the change in OPIS. Eighty Five percent (85%) of the total adjustment to the Rates shall be based on the change in the cost of the Contractor's other expenses, as reflected by the change in the CPI. Notwithstanding anything else contained in this Section 3.9, the total adjustment to the Rates in any Contract Year shall not exceed five percent (5%). Rate Adjustments based upon Changes in Law or Extraordinary Rate Adjustments are not limited by this 5% rate cap, and shall be calculated separately upon mutual agreement.

Description	% of Total Adjustment	Index
Diesel Fuel	15	OPIS
All Other Expenses	85	CPI

The following hypothetical example demonstrates how the annual adjustment to the Rates will be calculated. The County may deny part or all of any adjustment that does not comply with the provisions of the Contract and the procedures shown in this example.

If (a) the cost of diesel fuel increased eight percent (8%) during the prior year, as show by an increase in OPIS, and (b) all of the Contractor's other expenses increased three percent (3%), as shown by the CPI, then (c) the total adjustment to the Rates will be three and eight tenths percent (3.8%), as shown by the calculation in the table below. The total adjustment in this hypothetical is less than the maximum allowable annual adjustment of five percent (5%).

Description	% of Total Adjustment	Actual Increase in Index (%)	Adjustment to Rates (%)
Diesel Fuel	15	8%	1.2%
All Other Expenses	85	3%	2.6%
Total	100		3.8%

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

3.9.5 RATE ADJUSTMENTS FOR CHANGES IN LAW

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Solicitation, 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 Contract Administrator to fairly evaluate the proposed Rate increase. The Contract Administrator shall request and the Contractor shall provide additional information as necessary. After receiving the requested information, the Contract Administrator shall present the Contractor's request and the Contract Administrator's recommendations to the Commission. The Commission shall fairly evaluate the Contractor's request in a timely manner. If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Any adjustments 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.

3.9.6 EXTRAORDINARY RATE ADJUSTMENTS

- 3.9.6.1 Once each Contract Year, before April 1, the Contractor may petition the Commission for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant, licensed in the State of Florida, that is 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 Contract Administrator may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the Contract Administrator to evaluate the Contractor's petition.
- 3.9.6.2 The Commission shall approve or deny the request, in its sole discretion, within sixty (60) calendar days after the Contract Administrator receives all of the information needed to evaluate the Contractor's Bid. The Commission's decision shall be final.
- 3.9.6.3 If the Contractor's request is granted, the Commission shall have the right to reduce or raise the Contractor's Rates if the Contractor's costs have increased.. Every twelve (12) months after a request is granted, in the case of a rate

increase, the Contract 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 Commission may reduce the Contractor's Rates if the Contractor does not timely submit adequate information to justify the continued payment of ~~the~~ an extraordinary Rate increase. Similarly, every twelve months after a rate reduction is effected, the Contractor shall have the right to petition the County for a rate increase if the circumstances supporting the rate reduction have abated.

3.9.7 RATE REDUCTIONS

The Commission shall have the right to reduce the Rates at any time, after providing at least thirty (30) calendar days' advance notice to the Contractor and an opportunity for a public hearing. The Commission may exercise this right when the Commission determines that a Change in Law, a reduction in Collection costs, or extraordinary event warrants a reduction in the Rates. The Contract Administrator may request and the Contractor shall provide all of the information that is reasonably necessary for the Commission to determine whether a Rate reduction is appropriate. The Contractor shall have the right to attend the public hearing and present evidence and testimony in opposition to the Rate reduction.

3.9.8 SPECIAL RATES FOR EMERGENCIES AND DISASTER DEBRIS

If the Contract Administrator wishes to have the Contractor collect Disaster Debris, the County shall enter into a separate contract with the Contractor for such services. In such circumstances, the County shall pay the Contractor in accordance with the rates that will be mutually agreed upon by the County and Contractor before the commencement of the Contractor's work.

II. SUBMITTED BID – Republic Services of Florida, Limited Partnership d/b/a Republic Services of Tampa's submitted bid is attached as Exhibit A.

SECTION VI – RECORDS **(From Bid Document 11-0008)**

ARTICLE 38 RECORD KEEPING AND REPORTING

38.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

38.1.1 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 the Contract. The Contractor's records shall be accurate, well-organized and up-to-date at all

times. The Contractor's records concerning its performance under the Contract shall be kept in the Contractor's office or storage facility for at least three (3) years following the termination of the Contract.

38.1.2 All of the Contractor's reports to the County shall be submitted in a hard copy and in an electronic format that is compatible with the County's software. The format and content of the Contractor's reports are subject to the Contract Administrator's approval. The reports shall be signed by the General Manager or other duly authorized representative of the Contractor.

38.1.3 The Contractor shall prepare the logs identified in Article 38.2 of the Contract Documents. 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. The information in the logs shall be provided to the Contract Administrator, upon request, within one (1) Day. The general format and content of the Contractor's logs shall be subject to the Contract Administrator's approval.

38.2 SPECIFIC RECORD KEEPING REQUIREMENTS

38.2.1 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area. The records shall identify the amounts 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 Day. These records shall be summarized in a log.

38.2.2 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Recyclable Materials collected in the Service Area. The records shall identify the amounts of Recyclable Materials collected and the locations where the Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Recyclable Materials for each Collection Vehicle for each Day. These records shall be summarized in a log.

38.2.3 Vehicle Maintenance Log – The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

38.2.4 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; and the reason for each Non-Collection Notice.

38.2.5 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.

38.2.6 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 while performing this Agreement. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

38.3 MONTHLY REPORT

38.3.1 Contractor shall submit Monthly Reports to the Contract Administrator within five (5) business Days after the end of each month.

38.3.2 At a minimum, the Monthly Report shall contain the following information for the previous month's performance activities in the Service Area: (a) the total quantity of Solid Waste delivered to a Designated Disposal Facility; (b) the total quantity of Recyclable Material delivered to a Designated Recycling Facility; (c) the amount of Solid Waste and Recyclable Material, respectively, delivered to other facilities; (d) the number of Non-Collection Notices issued to Customers during the month; (e) the number of Missed Collections; (f) a summary of each accident involving personal injuries or property damage; (g) a summary of all Customer complaints; (h) a summary of any unresolved Customer complaints; (i) the total number of complaints; (j) the total number of Legitimate Complaints; (k) if automated the total number of Recycling Bins and Roll Carts provided to Customers and the County; and (l) the total number of Recycling Bins and Roll Carts in the Contractor's inventory.

38.3.3 Upon request by the Contractor, the Contract Administrator may waive one or more of the requirements for the Monthly Report.

38.4 ANNUAL REPORT

Contractor shall submit Annual Reports to the Contract Administrator within thirty (30) calendar days after the end of each Contract 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 Services under the Contract, including make, type, year, license number,

and ID number for each; (d) an updated Collection Plan, including current route maps and schedules for all Collection Services provided under the Contract; (e) a description and inventory, indicating quantities and condition, of the equipment, facilities, manpower, and other resources available for emergency conditions; (f) 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 the Contract; (g) a corrective action plan for systemic and chronic problems, if any; (h) an updated Contingency Plan; and (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property. Upon request by the Contractor, the Contract Administrator may waive one or more of the requirements for the Annual Report.

38.5 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

38.5.1 Updates to Safety Plan – Contractor shall continuously update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated plan to the Contract Administrator within five (5) Days whenever any changes are made to the safety plan.

38.5.2 Accidents and Property Damage – Contractor shall notify the Contract Administrator of any accidents involving the Contractor's staff, vehicles, or equipment requiring notification to OSHA or any other Person under Applicable Laws where such accidents occur in the performance of this Agreement. Contractor also shall notify the Contract Administrator of accidents involving personal injuries or damage to public or private property. In all such cases, verbal notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Contract Administrator within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator within two (2) Days following the ultimate disposition of the case. The Contractor also shall provide the Contract Administrator with copies of any reports or notices provided to OSHA or the Department of Transportation, within two (2) Days after such documents are submitted.

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

Contractor shall cooperate with the Contract Administrator and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information, in addition to that required explicitly by this Solicitation, that the Contract Administrator 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 the Contract. The Contractor's records shall be made available for inspection during normal business hours at the Contractor's office.

SECTION VII - TRANSITION PREPARATION

7.1 It shall be the Franchisee's responsibility to insure that there is a smooth transition to the implementation of the new Solid Waste collection services so that inconvenience to the Residential Customer is minimized.

7.2 The minimum requirements for transitioning are as follows:

- 7.2.1 The Franchisee shall make an attempt to maintain customer's current solid waste collection schedule.
- 7.2.2 The Franchisee may begin to solicit and enter into initial contract with residential customers who choose to participate in Residential Collection Services after the Notice to Proceed has been issued by the County to the Franchisee.
- 7.2.3 During the first month after issuance of the Notice to Proceed, the Franchisee shall deliver to each Residential customer whose service provider or collection days are being changed a Franchisee supplied, County approved door hanger style or mail out brochure.
- 7.2.4 The Franchisee shall submit all route maps for County approval. Route maps submitted shall provide information which describes the general area of the route and it also should include the following information:
 - Number of the route
 - Approximate number of customers serviced
 - And day of the week service is provided
- 7.2.5 Prior to beginning Residential Collection Services on January 1, 2012, the Franchisee shall train all supervisors and drivers on all routes by driving the collection route. At least one training trip shall be conducted per route with a vehicle that will be utilized to provide the collection service.

SECTION VIII – SPECIAL REQUIREMENTS

8.1 HAZARDOUS OR BIOMEDICAL WASTE

The Franchisee shall not be required to collect, and the County shall prohibit Customers from setting out for Residential Collection Service, Exempt, hazardous or biomedical waste, radioactive waste or sludge. Title to the aforementioned wastes or any Residential Waste shall never pass to Contractor in its performance of this Agreement.

8.2 NATURAL DISASTERS

In the event of a hurricane, tornado, major storm or other natural disaster the County may grant the Franchisee a variance from regular routes and schedules. As soon as practicable after such natural disaster, the Franchisee shall advise the County when it is anticipated that normal routes and schedules can be resumed. The County shall make an effort through the local news media to inform the public when regular services may be resumed. Accumulated yard trash resulting from the said disturbance shall be removed by the franchise holder as expeditiously as possible. The Franchisee is not responsible for removing yard trash quantities in excess of the established work scope, provided that Franchisee and County or its designee shall negotiate for such services beyond established work scope under this Agreement with such reasonable additional compensation for Franchisee as may be mutually agreed upon by the parties hereto.

8.3 WASTE DISPOSAL

The Franchisee agrees to deliver all Residential Waste collected within this County, to a County-designated disposal facility.

SECTION IX - COUNTY RESPONSIBILITIES

9.1 COUNTY MONITORING OF FRANCHISEE'S CUSTOMER SERVICE

- 9.1.1 The County shall monitor Franchisee's customer service operations to ensure that the quality of services meets County and customer expectations.
- 9.1.2 Monitoring visits shall include, but not be limited to, telephone calls, assistance rendered to customers in person, County assistance in interpreting Franchise Agreement and Ordinance requirements, and the sharing of any innovations in customer service which may be developed. If needed, the County will meet with an appointed Franchise representative to discuss the focus of the visit. A written overview of each visit will be furnished by the County, to the Franchisee within five (5) working days.
- 9.1.3 Scheduled and unscheduled monitoring of Franchisee activities shall take place at the County's discretion.
- 9.1.4 The County shall also perform random surveillance of Franchisee field activities, at any time or location.

SECTION X – MISCELLANEOUS

10.1 The FRANCHISEE shall furnish, at his own cost and expense, ALL equipment, tools, materials and labor of every description necessary to carry out and complete said service/work in a good, firm, substantial and workmanlike manner.

10.2 Except as otherwise set forth in this agreement, the FRANCHISEE and the COUNTY shall adhere to ALL provisions contained in the Contract Bid Documents 11-0008.

10.3 During the performance of this Agreement, the FRANCHISEE herein assures the COUNTY that said FRANCHISEE is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the FRANCHISEE does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said FRANCHISEE's employees or applicants for employment. The FRANCHISEE understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance.

Furthermore, the FRANCHISEE herein assures the COUNTY that said FRANCHISEE will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

10.4 This Agreement shall be in effect for the period January 1, 2012, with collection services beginning on the first scheduled collection Day following January 1, 2012, and shall remain in effect to September 30, 2019, with an option to extend the contract for one additional three (3) year period, upon the mutual agreement of the parties. The FRANCHISEE shall commence performance of work required hereunder on said beginning date unless otherwise stated herein. If automated collection services are instituted during the term of this Agreement by mutual agreement of Contractor and County, the one additional three (3) year extension period set out in the preceding portion of this paragraph shall become one additional seven (7) year extension period beginning January 1, 2019. The total time on the contract is 10 years, when/if the automated collection services is instituted the contract completion shall not go beyond December 31, 2022.

10.5 This Agreement shall be contingent upon the FRANCHISEE furnishing the COUNTY, when required, a Certificate of Insurance, Performance Bond and any other such documents as required in this contract within ten (10) days after the effective date.

10.6 This Agreement may only be amended or modified by a written instrument executed by the COUNTY and the FRANCHISEE.

10.7 Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government and venue shall be in Hernando County, Florida.

10.8 Termination for breach: Unless the FRANCHISEE'S breach is waived the COUNTY may, upon twenty-four (24) hours notice, terminate the Agreement for said breach. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any breach nor shall it be construed to be a modification of this Agreement. The aforesaid termination notice, as well as ALL other notices required herein, shall be considered received by the FRANCHISEE and the COUNTY if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested. For non-operational breaches of this Agreement, at the option of COUNTY, FRANCHISEE may be informed of the breach pursuant to the same type of notice as required for other notices under this Agreement, and may be given a specified length of time to cure such breach, such time to be a reasonable amount in view of the particular nature of the cited non-operational breach. In any such case, failure to cure breach within the time given shall be grounds for termination pursuant to this paragraph. At the COUNTY'S option, operational breaches may be treated as infractions pursuant to Section II, Article 18 hereof if specifically enumerated therein.

10.9 This Agreement may be modified or amended from time to time by mutual agreement of the parties, and upon execution of any amendment or revision such amendments or revisions shall be attached hereto and made a part hereof.

10.10 The COUNTY agrees to pay the FRANCHISEE for the faithful performance under this Contract according to the prices quoted on your bid submitted and included as part of this contract for Residential Collection Services herein and subject to additions or deductions as herein provided in the submitted bid response with the price changes if the County includes residential garbage pick up on the Solid Waste Assessment.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Karen Nicolai, Clerk

James Adkins, Chairman

ATTEST:

**REPUBLIC SERVICES OF FLORIDA,
LIMITED PARTNERSHIP, D/B/A
REPUBLIC SERVICES OF TAMPA:**

BY: _____
(Signature)

BY: _____
(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

CORPORATE SEAL:

**EXHIBIT A- TRANSITION PLAN
EXHIBIT B – SUBMITTED BID AND BID TABULATION
EXHIBIT C – NEW MAP OF DISTRICT BOUNDARIES**

EXHIBIT A

**TRANSITION
PLAN**

Seaside Sanitation - Hernando County Franchise Check List
Hernando County Start-up - January 2, 2012

Item	Due Date	Description	Responsibility	Comment	Pg. #	STATUS
Performance Bond	40816	Cert of ins and Bid Bond	D. Mullen	5% first 2 yrs proposed Revenue of contract	6 & 24, 25	
Parent Corp. Guarantee		Corp Guarantee of Performance		Guarantee to perform under Solicitation	7	
Provide PO for Equipment	40817	documentation of Vehicles	J. Assalti	90 days prior to commencement, County notified equipment is ordered - \$4,000 fine. Per Day	37	Equipment Ordered and Verified for Delivery.
Vehicles	Dec. 15	Collection Vehicles at Facility 90 days before commencement Secure Vehicles 15 days before	B. Fleming	Vehicles at Seaside Facility 15 days prior to January 1, 2012 - \$4,000 fine per day.	37	Equipment ordered expected delivery date beginning December 5th 2011
Residential Notice	Dec, 12	Resident notice, brochures	D. Mullen	Informational material to cust. 15 days 2nd	37	Fact Sheets printed and posted on Hernando County Web site
	Dec. 26	copy contract Admn 21 days prior to printing		prior to commencement of service. \$4,000 per day fine for lateness.		Resident Distribution scheduled for Mid December 2011
Residential Notice	Dec. 22	Customer Newspaper Notification	D. Mullen	Notice of commencement in Hernando Tim	37	Posting in both the Hernando Today and Hernando Times as required
		copy contract Admn. 21 days prior to printing		and Hernando Today newspaper \$10,000 per day fine. 2 wks prior and 1 wk. prior to commence.		This will occur Mid December and 7 days prior to commencement.
Non- collection Notice	Dec 15th	Order Non Collection Notice	T. Parker	Issue date, Reason for leaving garbage How to fix situation, tel.# for cust. Serv.	50	completed by Tim Parker, Operations Supervisor

Transistion Plan	Sept 2nd	Forty-Five days after award	December 2r	After meeting Wed July 27th.		
Safety Plan	Dec. 15	Submit Safety Plan to Hernando 15 days before commencement	T. Parker	comply with OSHA	54	
Collection Plan	Nov 30th	Submit Collection Plan	T. Parker	Include Map of serv route, Beginning point and end point, vehicle type, collection day	54	Collection Plan is being completed utilizing Route Editor Progam, We Will have this completed by the 2nd week in December.
Web Based System- complaints	Dec 15th	Submit Web Address - Complaint Log	D. Mullen	See pg. listed of Bid for information req. Tampa may have this sys. In place.	55	
Contingency Plan	Nov 30th	Submit Contingency Plan 30 days before commencement	Parker Assalti Araniecke	describe action plan for emergency to avoi interruption of service. Steps taken to ensure smooth transition	58	Contingency Plan is completed and will be forwarded to Hernando county.
Employee I.D.	Dec 30th	Id Tags	Parker	Uniforms with employee names or other means of employee I.D. required		Uniforms ordered utilizing Cintas - Name Tags of Employees on all Uniforms.
Record Keeping	Dec 30th	Record Keeping Requirements Submitted in Hard Copy GM to sign off each month	Parker Araniecke	Solid Waste Disposal Log Recyclable Materials Log Vehicle Maintenance Log Non-Collection Notice Log Complaint Log Property Damage Log	66 - 67	All Logs have been created and ready to institute.

EXHIBIT B

SUBMITTED BID

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 11-0008/JP	DATE ISSUED: MAY 20, 2011	REQUISITION NO: N/A	CONTRACT NO: 11-0008
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA		SUBMIT BID OFFER TO: CLERK OF THE CIRCUIT COURT 20 NORTH MAIN STREET, ROOM 131 BROOKSVILLE, FL 34601-2800	
James Adkins, Chairman Wayne Dukes, Vice Chairman John Druzbeck Jeff Stabins Dave Russell, Jr		Karen Nicolai Clerk of Circuit Court	

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M., LOCAL TIME ON JUNE 22, 2011.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE PURCHASING AND CONTRACTS CONFERENCE, ROOM 361, HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON JUNE 22, 2011.**

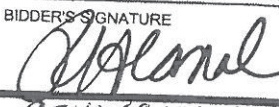
ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	SOLICITATION FOR A TERM CONTRACT FOR COUNTY GARBAGE, YARD TRASH AND RECYCLABLES COLLECTION MANDATORY PRE-BID: Wednesday, June 1, 2011 @ 1:30 p.m. Hernando County Northwest Solid Waste Facility 14450 Landfill Road, Brooksville, FL (SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)	XXXX	XXXXX	XXXXXXXXXX	XXXXXXXXXXXX

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 120 Days FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % _____ CALENDAR DAYS

BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER <i>Republic Services of Florida d/b/a Seaside Sanitation 8009 Arcola Avenue Hudson Florida 34667 PHONE: OFFICE: (727) 868-2566</i>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  OFFER DATE 6/22/11 CELL: (813) 426-6797
--	---

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY	LR#	BY:
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT 20 NORTH MAIN STREET, ROOM 365 BROOKSVILLE, FL 34601-2828	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:	
	SIGNATURE:	AWARD DATE:

SECTION V

BID FORM AUTOMATED

V.1 PRICING FOR AUTOMATED COUNTYWIDE COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Once per week pick up, collected on S.W. Assessment

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>3.89</u>	= \$ <u>46.68</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>6.89</u> Per Mo	
		(5)	\$ <u>82.68</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 82.68 X ~~55,000~~ 72,803 Dwelling Units
 = \$6,019,352.04

V.2 PRICING FOR AUTOMATED COUNTYWIDE COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Once per week pick up, paid directly by customer to contractor

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>4.09</u>	= \$ <u>49.08</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>7.09</u> Per Mo	
		(5)	\$ <u>85.08</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 85.08 X ~~55,000~~ 72,803 Dwelling Units
 = \$6,194,079.24

V.3 PRICING FOR AUTOMATED SPRING HILL MANDATORY AREA COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Once per week pick up, collected on S.W. Assessment

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>4.91</u>	= \$ <u>58.92</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>7.91</u> Per Mo	
		(5)	\$ <u>94.92</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 94.92 X 38,000 Dwelling Units = \$ 3,606,960.00

V.4 PRICING FOR AUTOMATED SPRING HILL MANDATORY AREA COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Once per week pick up, paid directly by customer to contractor

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>5.12</u>	= \$ <u>61.44</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>8.12</u> Per Mo	
		(5)	\$ <u>97.44</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 97.44 X 38,000 Dwelling Units = \$ 3,702,720.00

V.5 PRICING FOR AUTOMATED PILOT PROGRAM WITHIN A SUBDIVISION

PER MONTH PER DWELLING UNIT

At Least 300 homes

Once per week pick up, paid directly by customer to contractor

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>15.00</u> = \$	<u>180.00</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u> = \$	<u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u> = \$	<u>12.00</u>
TOTALS		(4)	\$ <u>18.00</u> Per Mo	
		(5)	\$ <u>216.00</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 216.00 X 300 Dwelling Units = \$ 64,800.00

MANUAL BID FORM

V.6 PRICING FOR MANUAL COUNTYWIDE COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Twice per week pick up garbage, twice per month yard waste, once per week recycling, paid directly by customer to contractor

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>3.02</u> = \$	<u>36.24</u>
(2)	Yard Waste	12 X	\$ <u>2.26</u> = \$	<u>27.12</u>
(3)	Recyclable Materials	12 X	\$ <u>1.96</u> = \$	<u>23.52</u>
TOTALS		(4)	\$ <u>7.24</u> Per Mo	
		(5)	\$ <u>86.88</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 86.88 X 55,000-72,803 Dwelling Units
 = \$ 3,251,24.64

V.7 PRICING FOR MANUAL COUNTYWIDE COLLECTION SERVICE

PER MONTH PER DWELLING UNIT

Twice per week pick up garbage, twice per month yard waste, once per week recycling, collected on S.W. Assessment

Item No. Cost	Description	Months	Unit Cost	Total
(1) \$ <u>2.09</u>	Garbage and Rubbish	12 X	\$ <u>3.09</u> =	<u>37.08</u>
(2) \$ <u>2.17</u>	Yard Waste	12 X	\$ <u>2.17</u> =	<u>26.04</u>
(3) \$ <u>1.99</u>	Recyclable Materials	12 X	\$ <u>1.99</u> =	<u>23.88</u>
TOTALS		(4)	\$ <u>7.35</u> Per Mo	
		(5)	\$ <u>87.00</u> Per Yr	

Total Yearly Dwelling Cost (5) \$ 87.00 X 55,000-72,803 Dwelling Units
 = \$ 3,333,861.00

V.8 PRICING FOR MANUAL COLLECTION SERVICE WITHIN CURRENT FRANCHISE DISTRICTS

PER MONTH PER DWELLING UNIT

Twice per week pick up garbage, twice per month yard waste, once per week recycling, collected on S.W. Assessment

Franchise District "A"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>4.64</u> = \$	<u>55.68</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u> = \$	<u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u> = \$	<u>12.00</u>
TOTALS		(4)	\$ <u>7.64</u> Per Mo	
		(5)	\$ <u>91.68</u> Per Yr	

Franchise District "B"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>5.14</u>	= \$ <u>61.68</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) \$ <u>8.14</u> Per Mo	(5) \$ <u>97.68</u> Per Yr

Franchise District "C"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>2.98</u>	= \$ <u>35.76</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) \$ <u>5.98</u> Per Mo	(5) \$ <u>71.76</u> Per Yr

Franchise District "D"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>3.74</u>	= \$ <u>44.88</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) \$ <u>6.74</u> Per Mo	(5) \$ <u>80.88</u> Per Yr

V.9 PRICING FOR MANUAL COLLECTION SERVICE WITHIN CURRENT FRANCHISE DISTRICTS

PER MONTH PER DWELLING UNIT

Twice per week pick up garbage, twice per month yard waste, once per week recycling,
paid directly by customer to contractor

Franchise District "A"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>4.74</u>	= \$ <u>56.88</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>7.74</u> Per Mo	
		(5)	\$ <u>92.88</u> Per Yr	

Franchise District "B"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>5.39</u>	= \$ <u>64.68</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>8.39</u> Per Mo	
		(5)	\$ <u>100.68</u> Per Yr	

Franchise District "C"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>3.14</u>	= \$ <u>37.68</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS		(4)	\$ <u>6.14</u> Per Mo	
		(5)	\$ <u>72.68</u> Per Yr	

Franchise District "D"

Item No.	Description	Months	Unit Cost	Total Cost
(1)	Garbage and Rubbish	12 X	\$ <u>4.15</u>	= \$ <u>49.80</u>

June 8, 2011

(2)	Yard Waste	12	X	\$	<u>2.00</u>	=	\$	<u>24.00</u>
(3)	Recyclable Materials	12	X	\$	<u>1.00</u>	=	\$	<u>12.00</u>
TOTALS		(4)		\$	<u>7.15</u>	Per Mo		
		(5)		\$	<u>85.80</u>	Per Yr		

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY



Acknowledged

Russ Wetherington, CPCM, CPPB, CPM
Chief Procurement Officer, Purchasing and
Contracts

EXHIBIT 2

PARENT CORPORATION GUARANTEE

This Guarantee is made as of this day of , 2011, by Republic Services, Inc. ("Guarantor"), having its principal place of business at 18500 NORTH RIVERWAY PHOENIX, AZ 85054 a DELAWARE corporation of Hernando County, Florida, a political subdivision of the State of Florida ("County"), to and for the benefit

WITNESSETH: 11/16/11 Seaside Sanitation

WHEREAS, Republic Services of Florida LP ("Contractor"), is entering into an Contract for the Collection of Solid Waste and Recyclable Materials (the "Contract") with the County; and

WHEREAS, Guarantor is willing to guarantee the Contractor's performance under the Contract; and

WHEREAS, the County would not enter into the Contract unless the Guarantor provided this Guarantee; NOW, THEREFORE, as an inducement to the County to enter into this Contract, Guarantor agrees as follows:

1. Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Contractor of all of the Contractor's obligations under this Contract, in accordance with and subject to the terms and conditions therein.
2. This Guarantee shall be governed by the laws of the State of Florida. Guarantor hereby agrees to service of process in Florida for any claim or controversy arising out of this Guarantee or relating to any breach hereof. Guarantor agrees to submit to the jurisdiction of any court of competent jurisdiction in the State of Florida for the resolution of any claim or controversy concerning this Guarantee.
3. This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or assigns (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee, or transferee. This Guarantee is for the benefit of the County and any permitted successors and assigns under this Contract.
4. Each and every event of default under the Contract shall give rise to a separate cause of action hereunder. Separate actions may be brought hereunder by the County as each cause of action arises.
5. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing between the parties, but solely by a written instrument duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.
6. Guarantor shall not assign its obligation hereunder, except to a successor by merger or consolidation or to a transferee of all or substantially all of the assets of the Guarantor. Notice of any such assignment shall be given in writing to the County promptly, but in no event more than ninety (90) days after the effective date of any such merger, consolidation or transfer.
7. This Guarantee may be enforced immediately by the County upon Contractor's default of its obligations under the Contract and failure to cure any such default, pursuant to the provisions of the Contract. This Guarantee shall not be subject to any claim of Guarantor against any other Person.

C. Liquidated damages or actual damages caused by delayed performance or nonperformance of the CONTRACTOR.

7. The Surety shall not be liable to the County or others for obligations of the CONTRACTOR that are unrelated to the Contract. No right of action shall accrue on this bond to any Person or entity other than the County or its heirs, executors, Administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two (2) years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this bond, whichever occurs first. 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 jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the County or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

A. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

B. Contract: The Contract between the County and the CONTRACTOR and amendments thereto.

C. COUNTY Default: Failure of the County, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature

Signature

Print Name

Print Name

Title

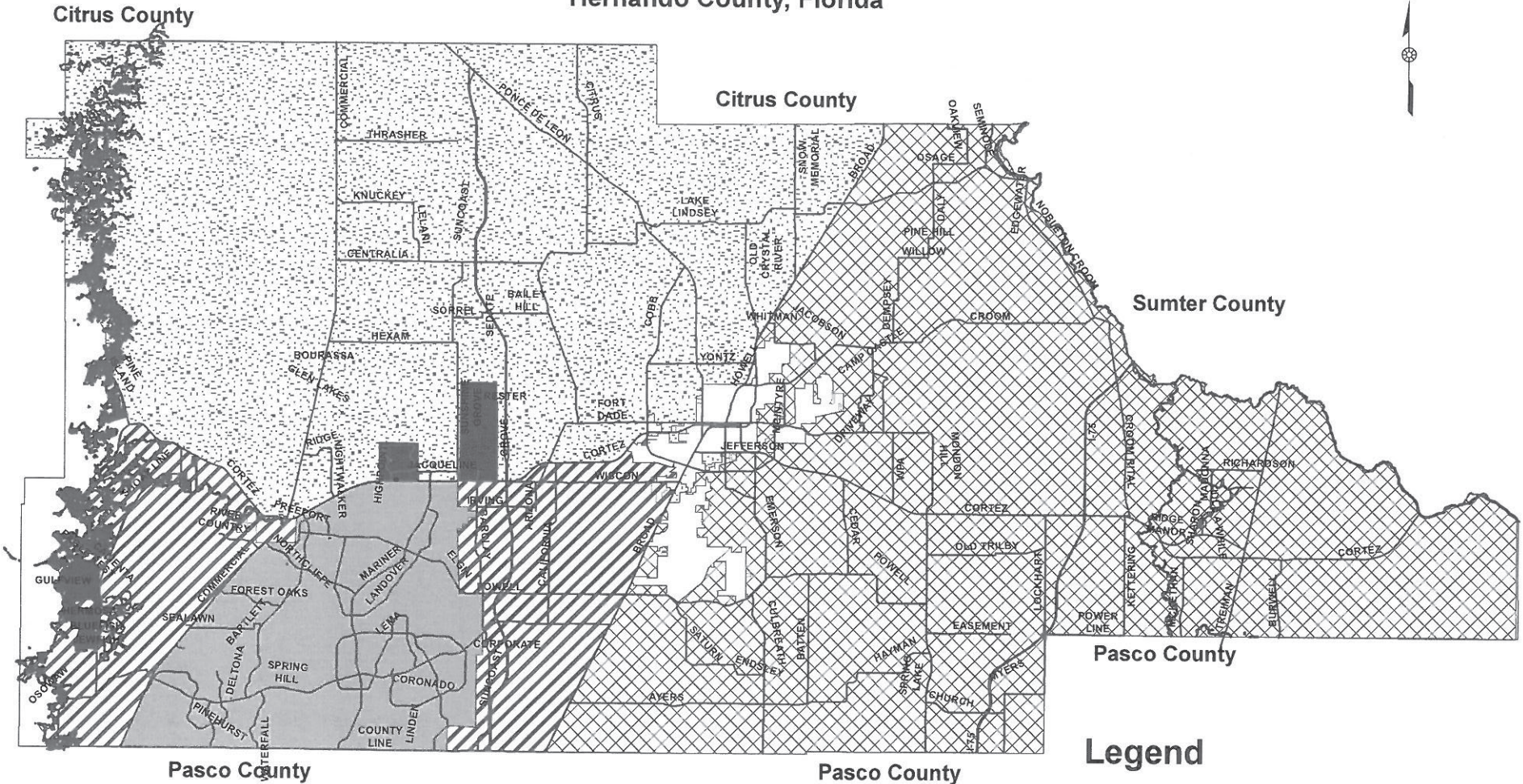
Title

EXHIBIT C







MAP OF NEW DISTRICTS

Waste Collection Districts

Hernando County, Florida



Legend

-  City of Brooksville
-  District A
-  District B
-  District C - Mandatory
-  District C - Non-Mandatory
-  District D

Hernando County Utilities
Effective Date: January 2012

