

Franchise Agreement
for
CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES

Contract No. 24-RFP00582/TPR

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando

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1. FRANCHISE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 202____ by and between HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida, 34604, hereinafter called COUNTY; AND COASTAL WASTE & RECYCLING, INC., a Delaware Corporation, whose address is 4950 Communication Ave., Suite 920, Boca Raton, Florida, 33431, hereinafter called the FRANCHISEE or CONTRACTOR.

2. RECITALS

WHEREAS, the County issued a Request for Proposals (“RFP”) (#24-RFP00582) for the Collection of certain types of Solid Waste and Recyclable Materials generated in the County; and

WHEREAS, Contractor submitted a proposal in response to the County's RFP; and

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

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

WHEREAS, The Contractor shall have the exclusive right and responsibility to provide Residential Collection Service in the County’s **Franchise District**. Boundaries for the Franchise District are as depicted on Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the County and the Contractor mutually agree as follows:

3. THE CONTRACT

The recitals set forth above are true and correct and form a material part of this Contract.

3.1. Contract Documents

A. This Contract and attached Exhibits (as stated below), and its associated Request for Proposals (RFP) Documents, Franchisee Documents, referenced herein, together with any executed Amendment or Addenda if any, are incorporated by reference herein, and shall constitute the entire Contract between Contractor and County (hereinafter referred to as the "Contract").

1. Contractor's Proposal Pricing and Corporate Guarantee (Exhibit A)
2. Service Area Map (Exhibit B)
3. Performance Bond, to be provided on Contract execution (Exhibit C)
4. Insurance Certificate, to be provided on Contract execution (Exhibit D)

B. On the effective date, the Contract shall be supplemented with the following: Performance Bond and insurance certificate and any executed amendments to the Contract.

3.2. Interpretation of Contract Documents

A. If the Contractor finds a conflict, error or discrepancy in the contract documents, they will bring it to the County's attention in writing before relying on the provisions or beginning on any work affected thereby. In resolving conflicts, errors, discrepancies, and disputes concerning the Specifications/Special Conditions or other rights or obligations of the parties, precedence shall be given in the following order (1) provisions of this Contract and Exhibits, (2) provisions of the RFP and all addenda issued prior to Contract award, (3) provisions of the Contractor's Bid, (4) provisions contained in any governmental regulation incorporated herein by reference, and (5) any fully executed Amendment to this Contract. The implied or expressed provisions of the Hernando County Code Ch. 14, Art. 2, Div. 2, as may be amended from time to time, shall be deemed incorporated in such franchise agreement as if expressly included. There are no understandings or agreements except as herein expressly stated.

4. DEFINITIONS

- A. For the purposes of this Solicitation, the definitions contained in this Section 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.

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.

Annual Solid Waste Assessment Roll shall have the meaning given it in the Ordinance.

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.

Automated Garbage Trash Collection Service means the collection of Garbage/Trash from Customers by means of a Roll Cart into which all materials set out for collection should be placed, and where such Roll Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means, and where the Roll Cart must be placed by the Customer such that the collection vehicle has clear access to the Roll Cart. Proper placement of the Roll Cart shall be demonstrated to the Customers as necessary.

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.

Biomedical Waste shall mean any solid or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

Board or Commission shall mean the Board of County Commissioners of Hernando County, Florida.

Bulk Waste shall mean any large, discarded item that cannot be placed in a Roll Cart because of its size, volume, shape or weight. Bulk Waste includes, but is not limited to, White Goods, sofas, tables, fixtures, furniture, and carpet. Bulk Waste does not include Extraordinary Waste or Land Clearing Debris.

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.

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, except that it may include such fee or tax laws which cause the imposition of an assessment on Contractor for its collection, processing, transportation or disposal of solid waste or recyclables.

Collection shall mean the process of picking up, transporting, and dropping off waste and recyclable materials at a Designated Facility of Solid Waste and Recyclable Materials.

Collection Container shall mean Roll Carts, Garbage Cans and Recycling Bins/Carts.

Collection Service shall mean each one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Contract.

Commencement Date shall mean the date when the Contractor shall begin providing Collection Service to the County pursuant to the requirements of the Contract.

Commercial Lawn Care Company shall mean a verifiable Person, sole proprietor, partnership, corporation, business trust, joint venture, or other legal entity that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

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 or more rental apartments, co-operative apartments, condominiums of five or more units, business establishments, churches, schools, hospitals, office buildings, and any other business or commercial establishment whatsoever. This also includes roll off and dumpster service temporarily provided to residential properties for the removal of large quantities of trash and bulk waste that would exceed the quantities specified in the residential franchise Contract.

Community Events shall mean events sponsored, co-sponsored, or designated by the County.

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.

Consumer Price Index or "CPI" shall mean the "Consumer Price Index – All Urban Consumers" Series ID CUSR0000SEHG (Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

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.

Contract Administrator or Director shall mean the Director of the County's Utilities 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.

Contract Fiscal Year shall mean the twelve-month period running from January 1st to December 31st, and each consecutive twelve-month period thereafter, for the duration of the awarded Contract and any renewals or extensions thereof.

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.

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, the Contract Administrator, or their designated employees.

County Administrator shall mean the County's chief administrative officer or their designee.

Curbside shall mean 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.

Curbside Collection. Service rendered whereby solid waste is picked up from Curbside.

Customer shall mean a Person that receives Residential Collection Service from the Contractor pursuant to this Solicitation and the awarded Contract.

Day shall mean a calendar day, except, Sundays, and Holidays.

Designated Facility shall mean the Designated Disposal Facility and/or the Designated Recycling Facility, as appropriate.

Disaster Debris shall mean debris that is caused by or directly related to a natural or manmade disaster and placed Curbside by a Customer. Disaster Debris includes but is not limited to Yard Waste, Construction and Demolition Debris, and Bulk Waste.

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.

Door Service shall mean the Collection of Solid Waste and Recyclable Materials on a Customer's property at a location that is not Curbside.

Dwelling Unit shall mean any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with 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 storage, hotel or motel room is not a Dwelling Unit.

Effective Date shall mean the date when the Contract is last signed by the Chair of the Board and a duly authorized representative of the Contractor.

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.

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

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.

Franchisee. Any person to whom the Board has awarded a residential franchise Contract in accordance with this Solicitation, the awarded Contract and applicable codes including Chapter 14, of the Hernando County Code of Ordinances.

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.

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 more than fifty (50) gallons.

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.

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.

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.

Holiday shall mean any Day when the Contractor does not need to provide Collection Service under this Contract. 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.

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.

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.

Legitimate Complaint shall mean any complaint where the applicable requirements of this Contract were not satisfied by the Contractor, as reasonably determined by the Administrator.

Load shall mean any Solid Waste or other material that is collected or transported in the Contractor's vehicle.

Materials shall mean the Solid Waste, Yard Waste, Recyclable Materials or Bulk Waste collected pursuant to the terms of this Contract.

Mechanical Container shall mean a dumpster, roll-off container, compactor, or other similar container, that is placed or removed from the premises with mechanical equipment and used for the Collection of Solid Waste or Recyclable Materials, except Roll Carts.

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 Contract, 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.

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.

Non-Conforming Material shall mean any material that is Set Out for Collection in a Recycling Bin/Cart but is not a Recyclable Material.

Operations Manager shall mean the Contractor's employee with primary responsibility for the Contractor's daily operations and Collection Service under this Solicitation.

Ordinance shall mean the County's laws regulating the collection, disposal and assessment of waste and including, without limitation, Chapter 14 of the Hernando County Code of Ordinances, as may be amended or renumbered from time to time.

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

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.

Party shall mean, depending on the context, either the County or the Contractor.

Parties shall mean the County and the Contractor.

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.

Plastic Bag shall mean a heavy-duty plastic bag that is designed to be used for the disposal of Garbage and Trash.

Premises shall mean Improved Real Property.

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.

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

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).

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

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.

Recycling Bin shall mean a rectangular bin approximately eighteen (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.

Renewal Fee OR Annual Franchise Fee shall mean an annual fee paid by the Contractor, used to compensate the department for expenses incurred in the administration of this contract, including but not limited to inspections and complaint investigations, for the use of the streets, alleys, bridges, easements, and other public places in the County; and for the exclusive right to provide Collection Services in accordance with this Solicitation and the Awarded Contract, payable to the department prior to January 1 of each year.

Residential Collection Service shall mean the Collection of Residential Waste from a Customer pursuant to this Contract.

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 or more Dwelling Units or is otherwise classified by the County's zoning code as non-residential property.

Residential Waste shall mean Garbage, Trash, Yard Waste, Recyclable Materials and Bulk Waste generated from a Customer's residence.

Roll Cart shall mean a container that is made with heavy-duty hard plastic or other impervious material, 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 by Customer for automated or semi-automated Collection Service for Garbage and Trash. The weight limit for the Roll Carts is embossed or otherwise presented on the Roll Cart.

Scheduled Collection Day shall mean a Day when the Contractor is scheduled to provide Collection Service to a Customer for Solid Waste, Yard Waste, Recyclable Materials or Bulk Waste.

Semi-Automated Garbage Collection Service means the collection of Garbage from Customers by means of a Roll Cart into which all materials set out for collection should be placed, and where such Roll Cart is designed to be collected from the Curbside by an employee who attaches it to a mechanical tipper on the collection vehicle that is designed to lift and empty the cart. The cart is then returned to the Curbside by the employee.

Service Area shall mean the geographical area in Hernando County where the Contractor shall provide Collection Service in accordance with this Contract. 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.

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.

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.

Solicitation shall mean this Solid Waste Franchise Solicitation and any issued Addendum and all materials which comprise the awarded Contract.

Solid Waste For the purpose of Contractor's collection services pursuant to this Contract, Solid Waste shall mean Residential Waste, Bulk Waste, Garbage, refuse, Trash, Vegetative Waste, or other discarded material, excluding special waste.

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. Tipping fees are not charged to the Contractor for delivering Residential Waste collected pursuant to this Contract to County facilities.

Tires shall mean discarded automotive, motor vehicle, and trailer tires, including rims.

Transition Period shall mean the period of time between the Effective Date and the Commencement Date.

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.

Trash shall mean waste materials, other than Garbage, resulting from normal housekeeping activities on Residential Real Property. Trash includes but is not limited to discarded trash, paper, plastic, bottles, cans and similar materials.

Universal Collection Area shall mean the portion of the Service Area where the County imposes a non-ad valorem special assessment on certain parcels of Residential Real Property to pay for Curbside Residential Collection Services.

White Goods shall mean large, discarded appliances, including but not limited to, ranges, washing machines, clothes dryers, water heaters, and microwave ovens. 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 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.

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

5. FRANCHISE

5.1. EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

- A. Subject to the conditions and limitations contained in the Contract, the Franchisee will be granted an exclusive franchise to provide Curbside Residential Collection Service in the unincorporated areas of Hernando County. Except as otherwise provided, the Franchisee shall have the sole right to provide these Collection Services. The Franchisee shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in the Contract.

5.2. LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

- A. This Contract 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 Contract does not grant a franchise for the Collection of any Exempt Wastes identified below. This Contract does not prohibit the Contractor from providing Collection Services for Exempt Wastes, subject to all Applicable Laws.

5.3. EXEMPT WASTES

- A. The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Contract. 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.
 - 1. Land Clearing Debris.
 - 2. Solid Waste, Yard Waste, Recyclable Materials and Bulk Waste outside the scope of, or in larger quantities than specified, in this Contract.
 - 3. Roll-Off and Dumpster Service
 - 4. Commercial Service
 - 5. Trash and debris associated with farming and agricultural operations.
 - 6. Extraordinary Waste.
 - 7. Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
 - 8. Recovered Materials.
 - 9. 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.
 - 10. Solid Waste and by-products resulting from an industrial process.

11. Sludge.
 12. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
 13. Yard Waste collected by a Commercial Lawn Care Company.
 14. Disaster Debris.
 15. Construction and Demolition Debris.
 16. Materials and wastes similar to those listed above, when designated by the County.
- B. The Contractor shall provide notice to the County pursuant to Section 42, Compliance with Laws and Regulations, below, if the Contractor concludes that a Person is not complying with or otherwise infringing upon the Contractor's rights or obligations under this Agreement. The County shall determine, in its sole discretion, whether or not an infringement exists and measures to resolve, if any. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.
- C. Pursuant to Section 403.7046(2), *Florida Statutes*, nothing in this Contract requires a commercial establishment to sell or convey its Source Separated Recovered Materials to the County or a facility designated by the County. Nothing contained in this Contract restricts the right of a commercial establishment to sell or convey the establishment's Source Separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, *Florida Statutes*.

5.4. [Term](#)

A. INITIAL TERM

This Contract shall take effect and be binding upon the Parties from Effective Date until the date when this Contract is terminated or expires. The initial term of this Contract shall commence on January 1, 2026, and extend for a period of eighty-four (84) months, unless this Contract is terminated earlier. The Contractor shall commence performance of work required hereunder on said beginning date unless otherwise stated herein.

B. OPTION TO RENEW

At the end of the initial term, the County shall have the right to renew this Agreement for one (1) additional thirty-six (36) month period, upon the mutual agreement of the parties expressed in writing twenty-four (24) months before the expiration of the current Franchise and subject to the conditions and Rates in this Contract. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners and satisfactory performance. At the end of the first renewal term (if any), the Parties may renew this Agreement for a second thirty-six (36) month renewal term, upon the mutual agreement of the parties expressed in writing twenty-

four (24) months before the expiration of the first renewal period, subject to any conditions and Rates that are mutually acceptable and reflected in written Amendment.

C. EXTENSION OF TIME

At the end of the initial term of the Franchise Agreement and at the end of any renewal term, the County may unilaterally extend the Franchise Agreement for three (3), six (6), or twelve (12) months if the County determines in its sole discretion that the renewal is necessary to ensure Collection Services are provided without interruption to the County's residents and businesses. The County shall notify the Contractor at least ninety (90) days prior to the expiration of the current timer if it requires an extension. In such circumstances, the terms and conditions of the Franchise Agreement shall remain in effect throughout the renewal term.

6. SERVICE AREA

6.1. DESCRIPTION OF THE SERVICE AREA

- A. The Service Area(s) includes those portions of the unincorporated Hernando County, where residential properties subject to Curbside collection are categorized as either universal or subscription, as depicted in Exhibit B, which is attached to this Contract or as otherwise described in the Contract Documents.

6.2. ADJUSTMENTS TO THE SERVICE AREA

- A. The County reserves the right to adjust the boundaries of the Universal Collection Areas within the County. Improved residential properties, as defined in the Southwest Hernando County Solid Waste Collection Municipal Service Benefit Unit, or any other Solid Waste Collection Municipal Service Benefit Unit that may be added to the service area shall pay the applicable rate for service in the universal area.
- B. The Administrator shall provide written notice to the Contractor as soon as practical before the County makes any adjustments to the Universal Collection Area. The Administrator shall grant a reasonable period of time, if necessary, for the Contractor to obtain the necessary trucks and personnel and complete other tasks before the Contractor is required to provide Collection Service in compliance with this Contract in any newly added portion of the Universal Collection Area.

6.3. CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

- A. Contractor is responsible for ensuring that there is a smooth transition to the new Solid Waste Collection services so that inconvenience to the Residential Customer is minimized and 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.
- B. Contractor shall provide the Transition Plan to the County no later than ninety (90) days following the Effective Date. The Transition Plan is subject to Change/Modification as may be determined by the County. Contractor may request additional time to provide the Transition Plan subject to approval by the County.
- C. At minimum the plan should include the following:
 - 1. A proposed Collection Plan, including a route map and description of the routes and schedules for each type of service.
 - 2. All route maps subject to County approval. Route maps submitted shall provide information which describes the general area of the route, and it also should include the following information:
 - a. Number of the route.

- b. Start and end points of the route.
 - c. Approximate number of customers serviced.
 - d. Day of the week service is provided.
3. Notice of Commencement of Service
- a. Physically Delivered to All Customers in Service Area. The Franchisee shall design, print, and deliver a notice concerning the commencement of the Franchisee's Collection Service. The notice shall be delivered twice to each Customer within the Service Area. The first notice shall be delivered by mail or by hand delivery at least two weeks prior to the Commencement Date. The second notice shall be hand delivered approximately one week before the Commencement Date to all properties as reasonably accessible. The first notice shall include any brochures, post card or educational materials provided by the County concerning the County's Solid Waste management programs.
4. The Franchisee shall participate in Homeowner's Association Meetings and other community-based meetings as requested by the group or the County to provide information and answer questions about their Collection Services.
5. All Customers shall receive a Franchisee supplied, County approved notice by mail informing them of all information relevant to the new Solid Waste Collection services. The notices shall be mailed to both the legal property owner as listed in County records and to the physical address of each property. If the two addresses are the same, then only one notice shall be mailed to each address.
6. 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 times. The first notice shall be published at least two weeks prior to the Commencement Date. The second notice shall be published approximately one week before the Commencement Date. The notices shall be published in the following local newspapers:
- a. The Hernando Times (of the St. Pete Times)
 - b. The Hernando Sun
 - c. Or newspaper of general circulation approved by the County.
- The notices shall not be published with the legal advertisements in the newspapers. The notices shall cover at least one-quarter of a page in the newspaper.
7. The Franchisee shall create a Flyer, Schedule Map and FAQ for community education which will be posted to the Franchisee and County websites and released through all available social media and news outlets.

8. The Franchisee may begin to solicit and enter into initial Contract with residential Customers in the subscription service area who choose to participate in Residential Collection Services after the Notice to Proceed has been issued by the County to the Franchisee.
9. Prior to beginning Residential Collection Services on January 1, 2026, the Franchisee shall train all supervisors and drivers on all routes by driving the collection routes. At least one (1) training trip shall be conducted per route with a vehicle that will be utilized to provide the collection service.

7. CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1. CONTRACTOR'S SPECIFIC COLLECTION SERVICES

- A. 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.
- B. Garbage Collection Weekly Schedule. Solid Waste shall be collected at Curbside at least two times each week, using automated or semi-automated equipment and Roll Carts.
- C. Roll Carts. During the term of this Contract, Franchisee will provide one (1) Roll Cart to new Customers or any Resident that needs a replacement Roll Cart. Contractor will be required to offer at least two sizes of Roll Carts and shall deliver those containers to the Customer within seven (7) days from the establishment of a new account or replacement request.
 - 1. Customers may elect to obtain additional Roll Cart(s) and shall pay Contractor directly for the Cart(s) and service. Contractor may also offer an additional bag service to collect bags of Solid Waste outside of the Roll Carts on a call-in basis. Customers will pay Contractor directly for the additional bags.
 - 2. Current Customers have a minimum of one (1) roll cart assigned to their property which may be utilized by the new Contractor for Solid Waste Collection.
 - 3. New carts shall match the existing carts in color to provide a uniform appearance throughout the County. The carts shall contain the County logo and phone number as approved by the Franchisee.
 - 4. All new or replacement Roll Carts shall be delivered to Customers within seven (7) Days from the date of request with a County-provided new customer information packet attached.
 - 5. During the term(s) of this Contract, Contractor will retain ownership of and maintain all the Residential Solid Waste and Recycling Carts, including Roll Carts from existing customers during the life of the contract. Upon the expiration or termination of this Agreement, title to all such carts, including those held in the Contractor's inventory for the County (e.g., carts that are hot-stamped or labeled with the County's name or logo) shall be delivered to and become the property of the County. Title to all such carts, and title to all Contractor provided carts in the possession of Customers, shall be transferred automatically to the County, without further action by either Party, upon the termination or expiration of this Agreement.
 - 6. Repairs. Contractor will be responsible for the repair or replacement of any carts that are in use for solid waste collection that are cracked or damaged, and minor repairs such as wheel and lid replacement (normal wear and tear repairs) to all Roll Carts being used for garbage collection, whether provided by previous Contractor or issued by Contractor. Contractor will replace Roll Carts damaged beyond repair, at its cost unless the damage was caused by the Customer's negligence.

7. If a Customer or the County requests replacement of a Roll Cart for any reason or if the Contractor determines that the Roll Cart can no longer function properly, the Customer is required to return the damaged Roll Cart to the Contractor (unless the Customer can document that the Roll Cart has been reported to the Hernando County Sheriff's Office as stolen). If the damage was caused by Customer negligence, the Customer shall reimburse the Contractor for a replacement Roll Cart for use by the Customer at the then-market rate for such Roll Cart and pay a reasonable delivery fee or be charged a combined replacement/delivery fee of seventy-five (\$75.00) dollars, whichever is less. The Contractor shall permit Customer to request a one-time exchange of their Roll Cart for either a larger or smaller size, without Customer incurring any charges for the exchange, including replacement or delivery fees. This provision is intended to accommodate individual household needs, including but not limited to the physical limitations, health considerations, or space constraints of the customer. The County and Contractor acknowledge that such exchanges facilitate equitable access to services, particularly for elderly or mobility-impaired residents who have not yet qualified for Door service. Any subsequent cart exchanges requested by the Customer shall be subject to Redelivery fees as outlined in the Agreement.
 8. Repair or replacement shall occur within seven (7) days from receipt of the report, or if identified as unserviceable by Contractor. Contractor shall collect an equitable amount of trash in bags or garbage cans while customer is awaiting a new or replacement cart. If Contractor is unable to collect, then they shall collect an equitable amount of overage on the next collection day after the cart is delivered or repaired.
 9. Redelivery. If a Customer suspends service and requests that Franchisee remove Roll Cart for a pre-defined period of time and then requests Franchisee redeliver Roll Cart, upon redelivery of Roll Cart to the same Customer, Franchisee may charge customer for redelivery.
- D. Yard Waste Collection. Yard Waste shall be collected at Curbside at least one (1) time each week from Customer supplied containers, bags or bundles. Yard Waste must be free of Solid Waste. If Customers utilize plastic bags for Yard Waste, the Franchisee must de-bag the Yard Waste at Curbside and dispose of the plastic bags with Solid Waste. Yard Waste is limited to fifteen (15) items that may include any combination of containers, bags or tied bundles. Items are currently limited to a maximum of fifty (50) pounds, four feet (4') in length and four inches (4") in diameter. Customers may request Collection of additional containers, bags or bundles beyond the stated limits and will pay Franchisee directly for the additional service.
1. Customers will provide their own Collection containers which shall be a solid waste or similar container under 50 gallons, paper or plastic bags or tied bundles.
- E. Recycling Collection. Dual Stream Recyclable Materials shall be collected at Curbside at least once each week. Franchisee will provide two (2) open top bins, approximately eighteen (18) gallons each, to any residence that requests them. Customers may utilize their own "like size" bins if they wish to recycle larger quantities. The Customer must properly sort the recycling into two

containers. One container for paper and cardboard and the second container for ridged plastic containers, aluminum and tin. These are the only commodities currently in the Curbside Collection program. The County reserves the right to change the acceptable commodities and sorting procedures.

1. The Contractor shall collect all of the Recyclable Materials that are accepted for Recycling at the Designated Recycling Facility, as may be changed by the County from time to time.
 2. Curbside Collection of Recycling is unlimited; however, the Franchisee may request, and the County shall grant relief from this requirement in appropriate cases if the County confirms that a Customer is recycling excessive amounts which are being generated by a commercial business or similar enterprise.
 3. Compaction of Recyclable Material. 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 County, without increasing the Rates.
 4. Recycling is currently voluntary. Those Customers that have previously signed up for recycling services, have two (2), eighteen (18) gallon open top bins to use for dual stream recycling. Franchisee will be required to provide two bins to any new recycling Customers and provide replacement bins for any lost/damaged bins. Franchisee shall deliver those bins to the Customer within seven (7) days from the request for bins. New bins shall match the existing bins in color to provide a uniform appearance throughout the County. The bins shall contain the County logo and phone number as approved by the County.
- F. Bulk Waste. Customers are entitled to six (6) bulk waste collections per calendar year, upon request of the customer.
1. Each pickup may consist of a maximum of one (1) set or ten (10) items or two hundred cubic feet (200 ft³). A set is a furniture arrangement that is typically purchased together. For example, a dining room set might include a table, chairs and hutch. A bedroom set might include a bed, dressers and nightstands. A living room set might include a couch, loveseat, chair, end tables and coffee table. A set shall be picked up whole regardless of the number of pieces or cubic feet. Customers may request Collection of additional items beyond the stated limits and will pay Franchisee directly for the additional service.
 2. Bulk Waste shall be collected at Curbside within seven (7) business days after the Customer or the County requests the Contractor to collect such materials.
 3. The Contractor's drivers shall promptly notify the Operations Manager or designee whenever the drivers observe Bulk Waste located on a Collection route. The Operations Manager shall arrange for the Collection of all such materials within seven (7) business days.

G. Door Service. The Contractor shall provide Door Service to a handicapped Person if: (a) the Person is entitled to receive Residential Collection Service; (b) the Person has requested and the County has approved Door Service;; (c) there are no able-bodied adults residing with the handicapped Person; and (d) the County has given notice by electronic mail, or other mutually agreed upon notification method, to the Contractor that it shall provide Door Service to the handicapped Person. If these criteria are satisfied, the Door Service shall be provided at no additional cost to the County or Customer.

1. The point of Collection for Door Service shall be the Customer's garage door, front door, side yard, or other location that is mutually acceptable to the Contractor and the Customer. The Contractor shall return the Customer's Carts to the point of collection. The Contractor shall provide Door Service on the Scheduled Collection Day when Residential Collection Service would otherwise be provided to the Customer.

7.2. BULK REFUSE CONTAINER COLLECTION SERVICES FOR COUNTY PARKS

A. GENERAL:

1. Provide, deliver, and maintain bulk refuse containers on site and sized as required per Agreement and service schedules.
2. Provide equipment and operators to pick-up/empty containers per service schedules.
3. Provide all materials, parts, and labor as necessary.
4. Offloading disposal fees at any Landfill site are the direct responsibility of the Franchisee.
5. Franchisee shall provide the County with current phone, cell and/or pager number for the County to report missed pick-up to Franchisee and to reschedule service.

B. CONTAINERS:

1. All containers shall be delivered and maintained in sanitary, mechanically, and electrically (as applicable) sound, and aesthetically pleasing physical condition. Franchisee shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs.
2. Removal of current containers and installation of replacement containers from Franchisee shall be scheduled and coordinated by the County and various departments prior to commencement.
3. Container Size(s): 1 Cubic Yard through 20 Cubic Yards.
4. Franchisee shall maintain the container including paint and hardware, clean containers from odor as required, spray twice a month for odors and pests. If a container sustains obvious damages, it must be replaced by the Franchisee without charge.

C. PICK-UP:

1. Servicing of containers includes picking up of overflow refuse around containers when the normal scheduled day for pick-up is missed.
2. When normal schedule day for pick-up is missed, County must call to make arrangements to reschedule pick-up within 48 hours.
3. Once a week pick-up shall be no more than seven (7) days apart; twice a week pick-up shall be no more than three (3) days apart; three (3) days a week pick-up shall be no more than one (1) day apart excluding County Holidays.
4. Franchisee shall submit pick-up schedule to be approved by County prior to commencement of Contract.
5. Any deviations from the terms, conditions and specifications and/or performance specifications listed herein shall be clearly indicated; otherwise, it will be considered that the services offered are in strict compliance with this Agreement and the Franchisee will be held responsible therefor.

D. LOCATIONS: Locations, estimated quantities, and pick-up schedules of the dumpsters (refuse containers) are hereby provided.

Item No.	NAME OF FACILITY	ADDRESS	QTY	Container Size	Frequency Per Year
1	Parks and Recreation Admin	16161 Flight Path Dr. Brooksville, FL 34604	1	4 CU YD	52/year
2	Alfred McKethan Park	10800 Pine Island Dr., Spring Hill, FL 34607	1	6 CU YD	104/year
3	Alfred McKethan Park	10800 Pine Island Dr., Spring Hill, FL 34607	1	8 CU YD	104/year
4	Anderson Snow Park	1360 Anderson Snow Rd., Spring Hill, FL 34609	3	6 CU YD	104/year with locks
5	Bayport Park	4140 Cortez Blvd., Spring Hill, FL 34607	1	6 CU YD	104/year
6	Delta Woods Park	3400 Deltona Blvd., Spring Hill, FL 34606	1	6 CU YD	104/year with lock
7	Ernie Wever Youth Park	19445 Youth Dr., Brooksville, FL 34601	1	6 CU YD	104/year
8	Kennedy Park	1000 Kennedy Blvd., Brooksville, FL 34601	1	8 CU YD	52/year with lock
9	Lake House	1202 Kenlake Ave., Spring Hill, FL 34606	1	6 CU YD	52/year with lock

Item No.	NAME OF FACILITY	ADDRESS	QTY	Container Size	Frequency Per Year
10	Coach Lorenzo Hamilton Sr. Park	6401 Shoal Line Blvd., Spring Hill, FL 34607	1	6 CU YD	64/year
11	Linda Pedersen Park	6401 Shoal Line Blvd., Spring Hill, FL 34607	1	8 CU YD	104/year
12	Pioneer Park	6799 Pinehurst Dr., Spring Hill, FL 34606	1	2 CU YD	52/year with lock
13	Ridge Manor Community Park	34030 Ridge Manor Blvd., Ridge Manor, FL 33523	1	8 CU YD	52/year
14	Rogers Park	7244 Shoal Line Blvd., Spring Hill, FL 34607	1	8 CU YD	104/year
15	Rotary Centennial Park	10375 Sandlor St., Spring Hill, FL 34608	1	4 CU YD	52/year with lock
16	Veterans Memorial Park	12254 Spring Hill Dr., Spring Hill, FL 34609	1	6 CU YD	104/year with lock

1. Parks and Recreation: All facilities open at **8 A.M.**
 - a. Forty-eight (48) hours before a Holiday when there will be no pick-up service, the Franchisee is required to contact the Parks and Recreation Department to arrange for potential additional service/schedule changes.
 - b. The container lids **shall be provided with locks, at the Franchisee's expense**, to ensure their access to the following locations:
 - i. Anderson Snow Park
 - ii. Delta Woods Park
 - iii. Kennedy Park
 - iv. Lake House
 - v. Pioneer Park
 - vi. Rotary Centennial Park
 - vii. Veterans Memorial Park
 - c. It is imperative that disposal services are performed at Pine Island and Rogers Park between **8:00 A.M. – 9:30 A.M., 9:30 A.M. being the latest** as these locations have heavy traffic.

- d. For item D10 only, Linda Pederson Park, 8 CU YD, pick-up will be May through September, with twice a week pick-up. Months January through April and October through December will be once a week pick-up.
- 2. There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified. The Vendor/Contractor shall retain any key(s) for the required locks and shall ensure that upon completion of service the facilities are closed and secured. Locks shall remain on the chains provided by the Parks and Recreation Department at all times. Upon termination of the contract, locks shall be returned to the Vendor/Contractor.
- 3. The quantity and location of containers may be adjusted to accommodate changes in the parks system, seasonal fluctuations or changes in volume by written notification of the County to the Contractor, without necessitating an amendment to this agreement.

8. SCHEDULES, HOLIDAYS AND ROUTES

8.1. SCHEDULES, HOLIDAYS AND ROUTES

- A. Schedule. Solid Waste Collection will occur twice per week on a Monday/Thursday, Tuesday/Friday or Wednesday/Saturday schedule. Wednesday/Saturday is an optional schedule at the Franchisee's discretion.
 - 1. The Franchisee shall not provide Residential Collection Services to Customers on Sunday, except for recovery of missed materials or when otherwise authorized by County.
- B. Holidays. The Franchisee shall provide all of its Collection Services from Monday through Saturday, except Holidays designated by the County. There are currently four designated Holidays. The County reserves the right to change the designated Holidays.
 - 1. When a Customer's scheduled Collection Day is a Holiday, the Franchisee shall collect that Customer's materials on the next regularly scheduled Collection Day for that Customer.
- C. Hours. The Franchisee shall not provide Residential Collection Service before 6:00 a.m. or after 8:00 p.m. unless authorized by the County.
 - 1. The hours and days of Collection may be extended or modified when (a) such change is requested by the Franchisee and approved by the County or (b) when the County determines that such change is necessary.
- D. Coordination of Collection Schedule. Where changes occur, the Franchisee will attempt to schedule Yard Waste and Recyclable Material Collection for each Customer to coincide with one of the Customers' designated Solid Waste Collection days to reduce the number of days that Customers are required to set out material. Where this is not possible, Franchisee may schedule Yard Waste and Recyclable Materials on the same day. Franchisee should endeavor to reduce the number of Collection days at each residence to no more than three (3) days per week. However, the County may approve an expanded schedule for the Collection of different types of materials, if the Franchisee demonstrates to the County's satisfaction that different schedules are necessary and/or will provide significant savings to the County's residents.

9. COLLECTION PLAN AND ROUTES

9.1. COLLECTION PLAN AND ROUTES

- A. Collection Plan. Contractor shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how Contractor will provide collection services in compliance with the requirements in the Agreement. Once the Collection Plan is approved, the Franchisee shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan.
- B. Changes to Plan. The Franchisee may request changes to the Collection Plan by submitting a new Collection Plan for consideration at least (60) sixty calendar days prior to implementation of such changes unless a shorter timetable is approved by the County.
 - 1. If the County 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 County 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 (1) week before the change, unless a different notification schedule is authorized by the County. Such notices shall be provided at least once by mail and at least once by doorhanger left on the Customers' Collection container, gate or door.
- C. On each Scheduled Collection Day, the Contractor shall notify the County of any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Collection Schedule for that Day. At the end of each Scheduled Collection Day, the Franchisee shall submit a Daily Report of the status of all routes.
- D. The Collection Plan and all revisions to the plan are subject to the County's prior written approval.

10. PROPER COLLECTION PROCEDURES FOR CONTRACTOR

10.1. PROPER COLLECTION PROCEDURES FOR CONTRACTOR

- A. Contractor shall thoroughly empty Collection Containers and return them in an upright position to the location where they were placed by the Customer.
- B. Contractor shall handle Collection Containers carefully and, in a manner, to prevent damage.
- C. The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- D. The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects.
- E. The Contractor shall not crush or compact any White Goods that the Contractor collects.
 - 1. Freon containing appliances shall not be collected without proper certification of the removal of Freon in accordance with the requirements of Federal and State Laws.
- F. 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.

11. RESTRICTIONS ON COLLECTION OF MIXED LOADS

11.1. RESTRICTIONS ON COLLECTION OF MIXED LOADS

- A. Solid Waste, Recyclable Materials, Yard Waste, and White Goods shall each be handled separately by the Contractor at all times during the Collection process. Bulk Waste, with the exception of White Goods, may be handled with Solid Waste.
- B. If necessary, the County may designate other materials that shall be handled separately under a proposed Contract.
- C. 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. The Contractor shall not combine Solid Waste or other materials collected in unincorporated Hernando County with Solid Waste or other materials collected outside of unincorporated Hernando County.
- D. 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 County.
- E. 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 County.
- F. Notwithstanding the foregoing restrictions, the County may allow the Contractor to combine different types of Solid Waste or Recyclable Materials if the County determines that this practice will be in the public interest. In such cases where the practice will be for less than seven (7) days, the Franchisee shall make the request to the County and the County may grant or deny the request, in the County's sole discretion. If requesting the practice to extend beyond seven (7) days, the Contractor shall file a written request with the County, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The County may grant or deny the request, in the County's sole discretion.

12. NON-COLLECTION PROCEDURES

12.1. NON-COLLECTION PROCEDURES

- A. The Contractor is not required to collect materials that have not been set out for Collection in accordance with the provisions of the Contract. 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 County may require the Contractor to return promptly and provide proper notice, or if the materials are not non-Conforming, collect the materials.
- B. The Contractor is responsible for visually inspecting each Customer's Recycling Bins 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 and shall immediately place a Non-Collection Notice on the container explaining why the material was not collected.
- C. 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 County. If the generator of such waste is unknown, the Contractor shall work with the County to identify the generator.
- D. The design and content of the Non-Collection Notices shall be developed by the Contractor and subject to the approval of the County. 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.

13. PROCEDURES FOR MISSED COLLECTIONS

13.1. PROCEDURES FOR MISSED COLLECTIONS

- A. If the County or a Customer notifies the Contractor about a Missed Collection, the Contractor shall return to the Customer's Premises by 8 p.m. on the following Day and collect all of the material that should have been collected. The County or the Contractor may provide an online portal for Customers to report missed pickups. Reports from the portal will be emailed directly to the Franchisee at the Franchisee's preferred email. The County also provides a local phone number used on all carts, bins and advertising. The phone number is forwarded to the Franchisee's preferred customer service phone number. Customers may use the online portal, the local phone number or contact the Franchisee directly.

14. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

14.1. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- A. 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.
- B. The Contractor's employees shall not damage any public or private property, including but not limited to roads, mailboxes, driveways, sidewalks, flowers, shrubs, grass, and Collection Containers.
 - 1. 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, to the extent that such damage was caused by or results from the actions of the Contractor, its employees, or agents.
 - 2. The Contractor shall promptly investigate and respond to the County and Customer before noon on the next business Day.
 - 3. Any disputes concerning the Franchisee's obligations for the repair of property damages shall be resolved by the County. In all cases, the Contractor may submit photographs, GPS data, or other relevant information to demonstrate that the Contractor did not cause the damage. The County shall fairly consider all such information before rendering a decision regarding any repairs or other work.
 - 4. The Contractor shall promptly repair any undisputed damage within three (3) Days when the cost of repair is less than or equal to Five Hundred Dollars (\$500.00). For all other claims, the Franchisee shall complete repairs in a timely fashion, subject to any required insurance, permitting or other regulations that may be required to perform the repair.
 - 5. The Franchisee 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.
 - 6. The Contractor may request, and the County may approve, an extension of time to investigate claims or repair any damage. The County's approval shall not be unreasonably withheld.

15. CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

15.1. CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- A. Except as otherwise provided herein, the Contractor shall have the right to use the public roadways in the County.
- B. 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 permission to do so.
- C. Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. In the event that the Contractor's vehicles are creating an interference (for example, with school bus traffic), Contractor shall analyze the route and make adjustments to alleviate the interference. Contractor's vehicles shall not be left unattended on streets and alleys.
- D. 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.
- E. If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily blocked or 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. Contractor will make a reasonable effort to utilize automated calling technology or similar methods to notify the affected customer(s) that their scheduled Collection could not be performed.
- F. 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 appropriate agency (e.g., electric company, cable company, 911) for resolution and to the County. In such circumstances, the County may require the Contractor to provide its Collection Services with rear-load vehicles, light-duty trucks, or by other means.
- G. The Franchisee 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. 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' materials. If a mutual Contract 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 County. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.

- H. Community Location. When such a location is used by multiple customers, it is referred to as a Community Collection Location.
1. The Franchisee shall remove Bulk Waste from these locations up to the contracted allotment for the number of residents using the site.
 2. The Franchisee shall report any Exempt Wastes or significant overages to the County for handling.
 3. New Community Locations. New Community locations shall be reported to the County at the time of creation. Annually, a report containing all Community Collection Locations and the address of any customers assigned to use the Location will be provided to the County.

16. COUNTY'S DESIGNATED FACILITIES

16.1. COUNTY'S DESIGNATED FACILITIES

- A. The Contractor shall deliver all of the Solid Waste, Yard Waste, Recyclable Materials and Bulk collected pursuant to this Contract to the Designated Disposal or Recycling Facility unless otherwise provided in the Contract.
- B. The Designated Disposal Facility is currently located at the Northwest Waste Management Facility located at 14450 Landfill Rd., Brooksville, Florida, 34614.
- C. The Contractor may recycle White Goods themselves or deliver them to the Designated Disposal Facility for recycling by the County.
- D. The Designated Recycling Facility is currently located at the Northwest Waste Management Facility located at 14450 Landfill Rd., Brooksville, Florida, 34614.
- E. The Designated Disposal Facility and the Designated Recycling Facility locations may be changed by the County upon notification to the Franchisee. The County shall provide reasonable notice to the Contractor before the County requires the Contractor to use a different Designated Facility for any material that the Contractor collects pursuant to this Agreement.
- F. **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 the Awarded Contract that require the Contractor to use a Designated Facility for the disposal or processing of materials 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.

17. SPILLAGE AND LITTER BY CONTRACTOR

17.1. SPILLAGE AND LITTER BY CONTRACTOR

- A. 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.
- B. Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor's equipment or personnel, or correct any equipment that is leaking, spilling or causing litter.
- C. Contractor shall not be responsible for spillage that exists prior to their arrival or that is caused by:
 - 1. overloaded or improperly placed Containers,
 - 2. wind dispersal, or
 - 3. minimal amount of Yard Waste dispersed during debagging.
- D. If the County or a Customer notifies the Contractor before noon that the Contractor has caused litter or a leak or spill of Solid Waste, the Contractor shall clean up the material before the end of the Day. If the County or a Customer notifies the Contractor after noon, the Contractor shall clean-up the material before noon on the next Day.
- E. Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law, Section 403.413, Florida Statutes, or the Hernando County Code of Ordinances. 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.
- F. If Solid Waste or other material to be spilled, released, or otherwise dispersed or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- G. 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. 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.
- H. The Franchisee shall immediately notify the County of any spills greater than one (1) quart of fluid. The County shall determine the necessary steps to mitigate the leak or spill and the Franchisee shall be responsible for any associated damage as determined by the Department of Public Works or other County agency responsible for road maintenance.

18. CONTRACTOR'S SAFETY PROGRAM

18.1. CONTRACTOR'S SAFETY PROGRAM

- A. 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 County a minimum of thirty (30) days prior to the start of collection services. The Contractor shall comply with its safety plan at all times.
- B. The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance and shall provide the name and contact information for the employee.
- C. 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 County upon request.
- D. The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- E. The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner and in accordance with all Federal Motor Carrier Safety Administration Regulations and the Department of Transportation Commercial Driver's License Regulations.
- F. 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.

19. HANDLING CUSTOMER COMPLAINTS

19.1. HANDLING CUSTOMER COMPLAINTS

- A. The Contractor shall be responsible for receiving all complaints from Customers and the County.
- B. The General Manager or their designee shall determine initially whether a Customer's complaint is legitimate. If the Customer disputes the General Manager's determination, the Contractor shall notify the Administrator and the Administrator shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. In all such cases, the Contractor shall have the right to present photographs, GPS data, and any other relevant information to demonstrate that the complaint is unfounded and thus not legitimate.
- C. The Contractor shall take whatever steps are necessary to remedy the cause of a Legitimate Complaint by 8:00 p.m. the next business day after receiving notice from the Customer or the County. The Contractor may request, and the County 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 8:00 p.m. the next business day.
- D. 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 County 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, by location, by date and by status. The format of the information collected in the electronic tracking system shall be subject to the County's approval but shall include at a minimum, the Customer name, address, service schedule, date of complaint, type of complaint and status of complaint. The information in the system shall be available to export to Excel spreadsheets. The system should allow retrieval of data for any time period without restriction. With the County's approval, the electronic tracking system may be used as the Contractor's complaint log.
- E. Complaint Tracking. The Franchisee shall provide the County read-only access to their customer service software, in a manner that allows the County to (a) access the system from the County's computers, (b) search Customer accounts by name or location, and (c) view customers' account information including service days, route numbers, complaint information, service notes, open customer requests (e.g., cart/bin requests, bulk pickup requests, etc.) and billing.
- F. Contractor shall allow the County to access its electronic tracking system for complaints. The Contractor shall submit the complaint data required by this provision to the County for inclusion in the County's GIS mapping system. Any data submitted to the County must be in an electronic format acceptable to the County, contain address and coordinate locations as a field, and identify Missed Collections separately from other complaints.

G. Dispute Resolution Process for Customers:

1. The Contractor shall promptly notify the County whenever the County 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 County about any disputes with a Customer that the Contractor has not been able to resolve within three (3) Days after receiving the Customer's complaint. The County shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters, subject to the terms of the Contract and County Ordinance.
2. The Contractor and Customer shall have three Days to comply with the County's decision or, in the alternative, provide the Contract Administrator with a written request for a review by the County Administrator.
3. If a request is filed, the County Administrator shall review the facts and make a fair and impartial determination about such matters. The County Administrator's decision shall be final, subject to the terms of the Contract and County Ordinance.

20. PUBLIC NOTICES AND EDUCATIONAL SERVICES

20.1. PUBLIC NOTICES AND EDUCATIONAL SERVICES

- A. As requested, the Contractor shall assist the County with public education programs for students, community events, community meetings, facility tours and similar activities, including, but not limited to sending a representative to attend the events.
- B. The Contractor shall develop and provide notices, to help educate the public about the Contractor's Services and the County's Solid Waste programs. The design and content of the notices shall be subject to prior approval by the County. The Contractor shall provide a draft copy of each notice to the County at least thirty (30) calendar days prior to printing and distribution unless a shorter timeframe is approved by the County.
- C. Once per year, upon the County's request, the Contractor shall distribute County provided door-hangers, stickers, flyers, or other informational material developed by the County to each customer at their home.
- D. Quarterly, upon request by the County, the Franchisee shall include educational material with each Customer's bill in the form of messages printed directly on the bills or printed inserts, subject to the limitations of the Franchisee's ability to distribute the materials (e.g., character limitations, mailing weight, etc.)
- E. Within the first year of the Contract, the Contractor shall conduct a recycling composition study to establish a baseline for developing waste diversion goals and education programs.
- F. During year four of the Contract, the Parties shall meet and confer to determine whether to conduct a secondary recycling composition study to review and reaffirm or revise waste diversion goals and education programs, the cost of which shall be shared equally among both Parties.

21. CONTRACTOR'S COLLECTION SERVICES FOR COMMUNITY EVENTS, DISASTERS AND EMERGENCIES

21.1. CONTRACTOR'S COLLECTION SERVICES FOR COMMUNITY EVENTS, DISASTERS AND EMERGENCIES

- A. 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 County. 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 (twenty (20) cubic yards or greater) per Community Event. The Franchisee shall be responsible for delivering and emptying the containers but shall not be responsible for the cost of the tipping fees.
- B. 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 County thirty (30) days prior to start of service. Thereafter, the Contingency Plan shall be updated and resubmitted to the County 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 County's approval.
- C. Disasters and Emergencies. 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 in accordance with the Contract. 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.
 - 1. The Franchisee is responsible for the Collection of Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste up to the stated limits of the Contract and such materials shall be removed by the Franchisee as expeditiously as possible. Reasonable allowances should be made to collect additional minimal amounts of material that have accumulated due to missed Collections; however, the Collection and disposal of Disaster Debris in excess of the established limits set forth in the Contract, shall not be the responsibility of the Franchisee.
- D. 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. As soon as practicable after a disaster, the Contractor shall advise the County when it is anticipated that normal routes and schedules can be resumed. If the Contractor is unable to return to normal operations within seven (7) days, the Contractor may request a variance from 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. Upon request, the Contractor shall provide the maps and route information electronically to be used with GIS mapping. 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.

- E. The County may suspend its operations when weather or other conditions (e.g., lightning, wind, heavy rain, fire) 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 or for one (1) or more full Collection days, the Contract Administrator shall contact the Contractor to determine the status of the Contractor's Collections and the resumption of the Contractor's normal Collection schedule.
- F. The County shall inform the public through available local news media and social media of Collection status and when regular services may be resumed. The Franchisee shall utilize any available technology, including, but not limited to, automated calling systems, to inform the public of Collection status and when regular services may be resumed.
- G. Disaster Debris. The collection and disposal of Disaster Debris shall not be the responsibility of the Contractor under this Solicitation, except for quantities that fall within the scope of this Contract or minimal amounts remaining after the County's Disaster Contractor has completed the recovery process.
- H. Under a separate contract, the County shall procure general countywide collection and disposal services for Disaster Debris when necessary. The Contractor agrees 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.
- I. The Franchisee and County may negotiate for removing Disaster Debris and Yard Waste quantities in excess of the established limits of the Contract. The County shall enter into a separate Contract with the Franchisee for such services. In such circumstances, the County shall pay the Franchisee such reasonable additional compensation for Franchisee as may be mutually agreed upon by the parties.
- J. Emergency Management Meetings. Upon request of the County, 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 County shall notify the Contractor of the date, time and location of the meetings, and any necessary materials to be provided by the Contractor.

22. CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

22.1. CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

- A. The Contractor shall purchase and/or lease in compliance with Hernando County Code of Ordinances, 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 Contract. 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 County) to obtain access to a Customer, the Contractor shall use lightweight vehicles and equipment when providing Collection Service on such roads.
- B. 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.
- C. All of Contractor's Collection vehicles shall be designed for solid waste collection and 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.
- D. All Collection vehicles shall be painted a uniform color.
- E. Private Advertising shall not be allowed on the vehicles, Recycling Bins/Carts, or equipment used to provide Collection Service in the County. The Franchisee shall display County approved program information on the vehicles upon request of the County. At a minimum, all recycling vehicles will contain program information. The County will supply the artwork at the County's cost. The Franchisee will decide the method of application (e.g., decals, paint, etc.) to the vehicles and be responsible for the cost of application.
- F. 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 and cardboard products and one (1) or more compartments shall be used for other Recyclable Materials accepted in the Curbside Recycling Program.
- G. The vehicles and Collection equipment used to provide Collection Service shall be dedicated to and used exclusively for the benefit of the County. However, the County 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 County determines such actions will not adversely impact the County's interests.
- H. The dedicated fleet of Collection vehicles used by the Contractor under this Solicitation shall not exceed a Maximum Age of ten (10) years.

22.2.ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- A. 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; (e) triangles; (f) an audible back-up warning device; and, (g) Safety equipment as determined by the County. 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. All vehicles must contain a copy of the current registration and insurance card.
- B. 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 and the General Manager or designee.

22.3.RESERVE VEHICLES AND EQUIPMENT

- A. 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.
- B. 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.

22.4.MAINTENANCE AND CLEANING

- A. 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 County approves an alternate cleaning schedule. Other Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- B. 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.

22.5.IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

- A. The Contractor's name and telephone number shall be displayed at all times, in letters at least four inches (4") high, on both sides of the Contractor's Collection vehicles. It is preferred that the Franchisee display the County provided local phone number. The Franchisee shall display the truck identification number, in letters at least four inches (4") high, on all four (4) sides of

Collection vehicles and in a manner that can be easily viewed by the Scalehouse personnel at the Designated Disposal or Recycling Facility.

22.6.COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

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

22.7.COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

- A. The County may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time. The County may inspect any Collection vehicle at any time that the vehicle is actively engaged in Collection services in the County.
- B. The County 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 County 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 County's request within one (1) Day or take the vehicle or equipment out of service until the requested work can be completed.
- C. Annually, the County shall inspect each Collection vehicle operating in the County. The inspection may include, at a minimum, make, type, year, license number, ID number, registration, insurance, proper identification displayed, fire extinguisher, spill kit, first aid kit, triangles, broom, shovel, lights, horn and backup alarm. The inspection list may be updated by the County from time to time and will be provided to the Franchisee at any time that the list of items inspected is changed. The Franchisee shall pay an inspection fee and/or a re-inspection fee for each vehicle as set by Resolution of the Board of County Commissioners.

22.8.STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

- A. 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 the Contract. The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

23. CONTRACTOR'S PERSONNEL

23.1. GENERAL REQUIREMENTS

- A. 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.
- B. For the purposes of this Section 23, Subsections 23.4 through 23.10, employee shall include those subcontractors hired by the Contractor to perform duties under the Contract.

23.2. GENERAL MANAGER

- A. 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 County 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 unavailable, the Contractor shall designate another managerial employee, which may include but not be limited to the Operations Supervisors, to respond to any electronic mail or calls received from the County during the General Manager's absence.

23.3. OPERATIONS SUPERVISOR

- A. The Contractor shall designate one or more Operations Supervisors, 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 County shall have immediate access to the Operations Supervisors by telephone and electronic mail. If an Operations Supervisor is out of the office and temporarily unable to respond to calls or electronic mail, the Contractor shall designate another employee, which may include but not be limited to another Operations Supervisor(s) or the Customer Service Ombudsmen, to respond to any electronic mail received from the County during the Operations Supervisor's absence.

23.4. EMPLOYEE CONDUCT

- A. 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 and disparaging remarks about the Contractor, County, customers, or services 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.

23.5.EMPLOYEE IDENTIFICATION

- A. 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 County has the right to approve the identifiers or identification furnished by the Contractor.

23.6.ATTIRE FOR EMPLOYEES

- A. 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 or vest with the Contractor's name or logo, and boots or similar footwear.

23.7.REMOVAL OF EMPLOYEES

- A. 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 in writing to the Contractor's General Manager. In no event will the County Administrator request that the Contractor terminate the employment of any personnel. The Contractor is solely responsible and liable for the hiring, firing, and laying off of its personnel.

23.8.EMPLOYEE TRAINING AND LICENSES

- A. 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.
- B. 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.
- C. The County may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.
- D. The Franchisee's General Manager, Operations Supervisor(s) and the Customer Service Ombudsmen shall attend a landfill tour that provides an overview of the Hernando County Landfill Operations at least once every three (3) years. The tour will be available to any other Franchisee employee upon request. The County may also offer additional training opportunities to the Franchisee or its employees, which may be taken at the discretion of the Franchisee.

23.9.CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

- A. 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.

23.10. LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

- A. 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.

24. CONTRACTOR'S OFFICE

24.1. CONTRACTOR'S OFFICE

- A. The Franchisee shall establish an Office within 45 miles of the Hernando County Utilities Department located at 15365 Cortez Blvd., Brooksville, Florida, 34613. The Office shall be open to the public a minimum of eight (8) hours per day Monday through Friday, beginning no earlier than 7:00 a.m., except Holidays. The General Manager, Operations Supervisor(s) and the Customer Service Ombudsmen shall work from this location to respond to the County and to any escalated Customer complaints.
- B. The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and 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 the Contract.
- C. The Contractor shall have a toll-free telephone number for calls from Customers in the County. The County may also provide a local number that will be forwarded to the Franchisee's preferred phone number in the Franchisee's Office. During normal office hours, all calls concerning complaints shall be answered by a Person located in the Contractor's office.
 - 1. Alternatively, the Franchisee may utilize a Call Center for routine calls. In this Case, the Franchisee shall establish and maintain an identified group of call center personnel having a primary responsibility for the receipt and resolution of complaints, inquiries, and issues from Hernando County Customers between 8:00 a.m. and 5:00 p.m. Eastern Time Monday through Friday, except Holidays. The Franchisee shall establish real time communications between the Call Center and the Office such that there be no delay in responding to the County or Customers as a result of the use of a Call Center. The Franchisee shall be responsible for ensuring that the Call Center personnel are able to timely and accurately respond to customer complaints and inquiries.
 - 2. The Contractor and the call center shall use an answering machine or answering service to record messages when the office or call center 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.
- D. 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 County's approval.
- E. The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the County, the Contractor's General Manager, the Contractor's Operations Supervisors, and all of the Contractor's Collection vehicles.

- F. Roll Carts and Recycling Bins shall be stored at the Contractor's local office and made available to eligible Customers who wish to pick them up.
- G. The Contractor shall hire an experienced employee to serve in a full-time position (which the Contractor may designate with a title of its choosing) to fulfill the Customer Service Ombudsman or "CSO" duties described below. The CSO shall:
 - 1. Be responsible for receiving, acknowledging, and ensuring resolution of "escalated customer service issues," which include:
 - a. Complaints where more than one (1) inquiry is made (at least twenty-four (24) hours apart) to the Contractor's office or call center.
 - b. Complaints referred by the County. If the complaint has not previously been the subject of an inquiry to the Contractor's call center, the CSO can refer the Customer to the call center for assistance.
 - c. Exigent issues referred by the County or the Contractor's call center, including, but not limited to, a missed street, Customers reporting multiple misses, urgent waste collection service needed to mitigate health or animal risk, or a collection vehicle with a spill or leak.
 - d. All complaints from Customers with Door Service to allow for quick resolution.
 - e. Other complaints or issues as determined by the County.
 - 2. Be available to receive and acknowledge escalated customer service issues during office hours. The CSO shall use an answering machine or voice message to record messages after regular hours. The CSO shall promptly respond to all recorded calls and voice messages the next business day after the recorded call or voice message was received.
 - 3. Be suitably experienced with residential waste collection services and otherwise familiar with:
 - a. The Contractor's obligations under the Contract;
 - b. The County's geography and road infrastructure;
 - c. The Collection District boundaries; and
 - d. The location and hours of the County's convenience centers and landfill.
 - 4. Maintain a professional demeanor with Customers.
 - 5. Communicate with Customers and the County in a timely manner through various channels to include email, a local (area code 352) telephone number, and text messages.
 - 6. Ensure that monthly and annual reports required under the Contract are complete with all information and submitted to the County on time.

7. Work from the Contractor's local office or other location within or proximate to the County as approved in writing by the County.
8. Be available to meet with customers upon request.
9. Attend weekly conference calls with the County by telephone and at least one (1) in-person meeting per month. The CSO shall attend other in-person meetings at the County landfill, the Hernando County Utilities Department, the Board of County Commissioners Chambers or other location as requested by the County.
10. Provide quarterly updates to the Board of County Commissioners as requested by the County.
11. Assist with developing and distributing educational information to Customers through inserts in local bills, flyers, door hangers, emails, automated calling and Facebook/social media opportunities.
12. Work to build Customer confidence through opportunities such as participating in community events, neighborhood meetings, public education programs for schools, businesses and civic organizations, and other activities as requested by the County Customers and citizens.

25. AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE

25.1. AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE

- A. 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 Supervisors 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 Supervisors shall not satisfy the requirements of this paragraph.

26. COORDINATION WITH CONTRACT ADMINISTRATOR

26.1. COORDINATION WITH CONTRACT ADMINISTRATOR

- A. 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 and his/her designees 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.

27. COUNTY RESPONSIBILITIES

27.1. COUNTY MONITORING OF FRANCHISEE'S CUSTOMER SERVICE

- A. The County may monitor Franchisee's customer service operations to ensure that the quality of services meets County and customer expectations.
- B. Monitoring visits shall include, but not be limited to, telephone calls, assistance rendered to customers in person, County assistance in interpreting Franchise Contract and Ordinance requirements, and the sharing of any innovations in customer service which may be developed.
- C. Scheduled and unscheduled monitoring of Franchisee activities shall take place at the County's discretion.
- D. The County may also perform random surveillance of Franchisee field activities, at any time or location.
- E. If needed, the County will meet with an appointed Franchise representative to discuss the monitoring or surveillance results.

28. GENERAL BILLING AND PAYMENT PROCEDURES

28.1. GENERAL BILLING AND PAYMENT PROCEDURES

- A. There are two (2) billing methods utilized in the County:
- B. Universal Collection Area - Customers pay for the collection service as a non-ad valorem assessment on their annual tax bills and the County collects the payments, then distributes to the Franchisee monthly. Subject to the conditions and limitations contained herein, the County shall pay the Contractor the rate specified in Exhibit A for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Contract in the Southwest Hernando County Solid Waste Collection Municipal Services Benefit Unit (MSBU) or other MSBU as may be created in the future.
- C. Subscription service area - customers voluntarily sign up for service and the Franchisee bills and receives payment directly from the customer. Subject to the conditions and limitations contained herein, the Franchisee shall charge Customers in the subscription service area the rate specified in Exhibit A for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Contract.
 - 1. Subscription Service Area Customers may terminate services after the first three months of service or after any billing period thereafter without penalty.
 - 2. Existing Subscription Service Area Customers who choose to cancel service and then re-start service or whose service is suspended and then restarted may be charged a redelivery fee.
- D. The rates specified in Exhibit A, are the total rate that may be paid to or charged by the Contractor for Residential Solid Waste Collection Services under this Contract, and it shall include all Contractor's collection costs, disposal costs, and all other fees and expenses.
- E. Notwithstanding the foregoing, the Contractor and the County acknowledge and agree that the total rate for Residential Solid Waste Collection Service is subject to adjustment as set forth in this Contract.

28.2. UNIVERSAL COLLECTION AREA BILLING AND PAYMENTS

- A. Within the Universal Collection Area, the County shall be responsible for billing residents and collecting the fees for Collection Services as a non-ad valorem assessment on the annual tax bill. In turn, subject to the limitations within the Contract, the County shall make monthly payments to the Franchisee for the Residential Collection Services that the Franchisee provides to the County's residents. Subject to the limitations within the Contract, the Franchisee 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. Payment to the Franchisee may be delayed without penalty for up to thirty (30) days in the event of a cause that is beyond the County's reasonable

control and without any fault or negligence on the part of the County. The County's payments to the Franchisee 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 Franchisee.

- B. If the Franchisee disputes the accuracy or completeness of the County's Annual Solid Waste Assessment Roll, the Franchisee must provide written notice to the County on or before November 30th of the Contract Year. The Franchisee's notice must identify each Dwelling Unit that should be added to or deleted from the Roll. If the County determines that a Dwelling Unit should be added to the Roll, the County shall adjust the monthly payments to the Franchisee. In such cases, the Franchisee shall be paid for the Collection Service provided to the Dwelling Unit on and after January 1st of the Contract Year. If the Franchisee does not deliver timely written notice of a dispute concerning a particular Dwelling Unit, the Franchisee 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 Franchisee for that Dwelling Unit.
- C. The County's payments to the Franchisee for Residential Collection Service shall be made monthly for services performed during the previous month. The amount of the County's payments to the Franchisee shall be calculated by multiplying the applicable monthly Rate for Residential Collection Service times the number of Dwelling Units on the Annual Solid Waste Assessment Roll as adjusted in accordance with the term of the Contract. Within 30 days from the end of each month, the County shall provide the Contractor with notification of the number of Dwelling Units updated to include any new homes that were issued a Certificate of Occupancy during that month. The Contractor shall then prepare an invoice for the preceding month and submit this invoice to Hernando County Solid Waste for payment. The County shall send the payment to the Franchisee for any undisputed amounts after deducting any Franchise Fees, liquidated damages, or other sums that are due and owing from the Franchisee within thirty (30) days after receipt of the invoice.
- D. In the event that a collection assessment must be removed from the roll after the Commission adopts it for the Contract year, the County shall adjust the monthly payments to the Franchisee accordingly and may deduct any overpayments to the Franchisee for services that were not rendered for that property for up to a sixteen (16) month period.

28.3.OVERPAYMENTS AND UNDERPAYMENTS FOR RESIDENTIAL SERVICE

- A. If the County pays the Franchisee in error, for whatever reason, the Franchisee shall promptly notify the County to rectify the mistake. The County shall make appropriate adjustments to the Franchisee'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.

28.4.LIMITATIONS ON FRANCHISEE’S RIGHT TO PAYMENT

- A. The County’s payments to the Franchisee shall be derived from the revenues collected by the County from Customers that received Collection Services. The Franchisee 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.

28.5.SUBSCRIPTION AREA BILLING AND PAYMENTS

- A. Customers in the subscription area shall be billed directly by the Franchisee or their agent. Franchisee may bill for no more than three (3) months in advance. The Franchisee shall offer its Customers the option to pay their bills through electronic funds transfer or equivalent.
- B. The Franchisee may discontinue service to any Customer who fails to pay for the refuse Collection when due. The Franchisee may take any and all steps, including but not limited to lien, legal complaint or other court action, to collect amounts due and to compel payment and require payment for future services.

28.6.SUSPENSION OF SERVICES

- A. Suspension of service for absences in excess of sixty (60) 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. Suspensions may be requested for a maximum period of one hundred eighty (180) days. The intent of this section is to allow for seasonal residents to avoid cancelling and restarting service every year. The Customer is not relieved of the obligation to pay for services billed prior to the required thirty (30) days notification. Any credit due will be made by the Franchisee on the next billing. The intent of this provision is to relieve the Franchisee of the obligation to issue refund checks for suspension of services that occur after the billing was rendered which included the suspension period.
- B. Franchisee may remove Roll Cart if service is discontinued or Customer may suspend service and request that Franchisee remove Roll Cart for a pre-defined period of time. Upon redelivery of Roll Cart to the same Customer, Franchisee may charge Customer for redelivery.

28.7.LIMITATIONS ON FRANCHISEE’S RIGHT TO PAYMENT

- A. 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 Franchisee by Customers.

28.8.VERIFICATION OF PAYMENT AMOUNTS

- A. 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.

- B. 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.
- C. 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.

28.9. RATE ADJUSTMENTS - ANNUAL ADJUSTMENTS TO RATES FOR COLLECTION SERVICES

- A. Beginning April 2027, and annually thereafter, the Contractor may request a Rate adjustment for the next Contract Year.
- B. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator before April 30th of the Contract Year prior to the Contract Year for which the adjustment is sought (e.g., submit request by April 30th, 2027, for Contract Year 2028). The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this Contract for an adjustment.
- C. Annual adjustments to the Rates shall be based on the changes in the Consumer Price Index("CPI"), as defined in this Agreement, and Oil Price Information Service, a Dow Jones Company, ("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 current calendar year (e.g., changes from April 1, 2026, through March 31, 2027, shall be submitted in a request by April 30, 2027 for an effective date of January 1, 2028).
- D. 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 Contract, 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 five percent (5%) rate cap and shall be calculated and requested separately.

<u>Description</u>	<u>% Split of Total Adjustment</u>	<u>Index</u>
Diesel Fuel	15%	OPIS
All Other Expenses	85%	WSTI

1. 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.

2. If (a) the cost of diesel fuel increases eight percent (8%) during the prior year, as shown by an increase in OPIS, and (b) all the Contractor's other expenses increased three percent (3%), as shown by the WSTI, then (c) the total adjustment to 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%).

<u>Description</u>	<u>Split of Total Adjustment (%)</u> (a)	<u>Actual Increase in Index (%)</u> (b)	<u>Adjustment to Rates (%)</u> (c) (a) x (b) = (c)
Diesel Fuel	15%	8%	1.2%
All Other Expenses	85%	3%	2.6%
Total Annual Adjustment to Rates:			3.8%

3. If the WSTI and OPIS is discontinued or substantially altered, the County may elect another relevant price index published by the United States Government Federal Bureau of Labor Statistics or by a reputable publisher of financial and economic indices.

28.10. [RATE ADJUSTMENTS FOR CHANGES IN LAW](#)

- A. 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 Board. The Board shall fairly evaluate the Contractor's request in a timely manner. 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. To become effective in the next Contract Year, rate adjustments must be approved before July 15th of the current year. Rate increase approved in the Universal Collection Area before July 15th, shall be effective on January 1st of the following year. Rate increases approved for the subscription area may become effective on the next billing cycle.

28.11. [EXTRAORDINARY RATE ADJUSTMENTS](#)

- A. Once each Contract Year, before April 30th, 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. 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.

1. 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. To become effective in the next Contract Year, rate adjustments must be approved before July 15th of the current year. Rate increase approved in the Universal Collection Area before July 15th, shall be effective on January 1st of the following year. Rate increases approved for the subscription area may become effective on the next billing cycle.
2. If the Contractor's request for a rate increase under this provision is granted, the Commission shall have the right to reduce the Contractor's Rates if the Contractor's costs are reduced 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 extraordinary Rate increase. Similarly, every twelve (12) months after a rate reduction is affected, the Contractor shall have the right to petition the County for a rate increase if the circumstances supporting the rate reduction have abated.

28.12. RATE REDUCTIONS

The Commission shall have the right to reduce the Rates at any time, after providing at least sixty (60) 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.

28.13. OTHER FEES AND COST

A. TIPPING FEES

1. This Contract is intended for Residential Collection only; however, there are certain Commercial locations that may be better suited to Curbside Collection than Dumpster Collection (e.g., Apartment complexes, churches or small offices). The Franchisee may

request to pick-up these type of Commercial accounts Curbside with a Residential Route. The request must contain the address(es) of the location(s), the number of Roll Carts and the frequency of Collection for each location. The County may grant the request if the Franchisee can successfully demonstrate that this is in the best interest of the Customers being serviced and will not negatively impact the Residential Customers entitled to service under the terms of this Contract. In such cases, the Franchisee shall make the request to the County and the County may grant or deny the request, in the County's sole discretion.

2. In all cases where a Commercial account is being picked up as part of a Residential Route, the Franchisee will pay the County the applicable Commercial Tipping Fee due on Commercial Solid Waste or Yard Waste. The Rate charged for Solid Waste will be based on a generation rate of one (1) ton per year for each Roll Cart of Solid Waste. The Rate charged for Yard Waste shall be based on a generation rate of one (1) ton per year per unit, if Yard Waste is being collected at that location. The amount owed will be billed to the Contractor on a monthly basis and the Contractor shall pay the amount owed within thirty (30) days from receipt of the invoice.
3. All Commercial accounts that are picked up as part of a Residential Route, shall be entitled to receive the equivalent Curbside Recycling Services as Residential Customers.

B. RENEWAL FEES

1. Franchisee shall be subject to an annual renewal fee as set from time to time by resolution of the Board. The current renewal fee is two thousand dollars (\$2,000) per year. The renewal fee is payable to the department prior to January 1 of each year.

29. TAXES

29.1. TAXES

- A. All Federal and State Sales and Use taxes are the responsibility of the Contractor.

30. NO LIABILITY FOR DELAYS OR NONPERFORMANCE DUE TO FORCE MAJEURE EVENTS

30.1.NO LIABILITY FOR DELAYS OR NONPERFORMANCE DUE TO FORCE MAJEURE EVENTS

- A. 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.
- B. 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, for a period of more than three (3) calendar days, the County shall have the right to call the Performance Bond and engage another Person to provide necessary services. If the Contractor is able to resume service within three (3) calendar days, the Contractor shall collect all excess materials resulting from the missed collections.
- C. 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:
 - 1. 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;
 - 2. Acts of public enemy, acts of war, terrorism, insurrection, embargos, riots, civil disturbances, or national or international calamities;
 - 3. 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;
 - 4. An injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and
 - 5. 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.
- D. Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.
- E. To be entitled to the benefit of this Article, 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, time is of the essence.

31. BREACH AND TERMINATION OF CONTRACT

31.1. FAILURE TO FULFILL CONTRACT OBLIGATIONS

- A. The County may terminate the Contract for Contractor's failure to fulfill a material obligation of the Contract, including but not limited to:
1. Failing to perform or abide by the terms of this Solicitation and the awarded Contract in any material manner.
 2. Failing to begin work within the time specified in this Solicitation and the awarded Contract.
 3. Failing to properly and timely perform work as instructed by the Contract Administrator or as provided in the Contract.
 4. Willful delay in filing reports and audits or providing information requested by the County.
 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.
 6. Failing to obey any Applicable Law.
 7. Failing to deliver materials collected to a Designated Facility.
 8. The County reserves the right to terminate this Agreement if Franchisee fails to obtain and maintain the Performance Bond as set forth in Section 37.2, Performance Bond, and the insurance as set forth in Articles 37.1, Indemnification and Hold Harmless and 37.3, Minimum Insurance Requirements, of this Contract.

31.2. TERMINATION FOR CAUSE

- A. 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 fourteen (14) calendar 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 fourteen (14) calendar days.
1. If the Contractor fails to cure the default within fourteen (14) calendar 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 and the awarded Contract.
 2. Additionally, the County may call the Performance Bond and 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.

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.
- B. Notwithstanding anything else contained herein, each of the events described above, the following shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.
1. 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.
 - a. Discontinuing operations without prior authorization from the Contract Administrator.
 - b. Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) calendar days, after being notified to do so.
 2. 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) calendar days after giving notice to the Contractor of its intent.
 3. The Contractor is placed on a convicted vendor list following a conviction for a public entity crime.
 4. The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.
- C. 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.

31.3. REPEAT VIOLATIONS OF CONTRACT DOCUMENTS

- A. 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 on the date specified by the County in the termination notice. 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.

31.4.INTERIM OPERATIONS

- A. In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

32. DISPUTE RESOLUTION PROCESS

32.1. DISPUTE RESOLUTION PROCESS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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 attorneys' fees.
- G. 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.
- H. 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 Contract, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Solicitation, regardless of the pending dispute.

33. CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THE CONTRACT

33.1. CONTINUATION OF CONTRACTOR'S SERVICE

- A. 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.
- B. 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. This shall include, but is not limited to, providing both written and electronic information on current customers including names, addresses, contact information and scheduled collection days for all services.
- C. 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.
- D. 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.

34. REMEDIES NOT EXCLUSIVE

34.1. REMEDIES NOT EXCLUSIVE

- A. The remedies specified in the Contract Documents shall supplement, and not be in lieu of, any other remedies provided at law or in equity.
- B. 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.
- C. 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.
- D. 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.

35. LIQUIDATED DAMAGES

- A. Basis for Liquidated Damages: The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by County as a result of a breach by Contractor of its obligations under this Agreement. The Parties further acknowledge that the provision of all services specified in this Agreement in a consistent, reliable manner is of utmost importance to County and, further, the County has considered and relied on Contractor's representations as to its quality of service commitment when awarding the Agreement to the Contractor. The Parties further recognize that if Contractor fails to comply with the terms of this Agreement, the County and its residents will suffer damages, and it currently is and will continue to be impractical and extremely difficult to ascertain and determine the exact amount of the damages that the County will suffer. Therefore, without prejudice to the County's right to treat the Contractor's non-compliance as an event of default, the Parties agree that the Liquidated Damages amounts established in this Agreement represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical.

35.1. PRIOR TO COMMENCEMENT DATE

- A. 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 the Transition Plan. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in the Transition Plan, the County has the right to assess liquidated damages for each deadline that is missed as these deadlines are considered integral to successful execution of the Contract on the Commencement Date and the failure to meet these deadlines may result in monetary damages to the County, the amount of which are presently unascertainable. The Contract Administrator may impose liquidated damages for Contractor's actions during the Transition Period, as set forth below, however, the damages may only be assessed if on the Commencement Date, Contractor fails to commence collection services substantially in accordance with this Contract.
1. Failure to hire the Contractor's General Manager sixty (60) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
 - a. Failure to hire the Contractor's Operations Supervisors and the Ombudsmen thirty (30) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
 2. Failure to provide purchase orders or other documentation to the County ninety (90) calendar 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) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.

3. Failure to deliver the County-approved notices, brochures, and informational materials within the time specified in the Contract. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
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) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
5. Failure to publish the required notices in the local newspapers concerning the Contractor's Collection Service by the deadline stated in 6.3 Contractor's Obligations Prior to Commencement Date, item C.6, shall result in one thousand, five hundred dollars (\$1,500) assessed against the Contractor for each calendar day of delay.
6. If the Contractor fails to comply with any other task identified in the Transition Plan by the applicable deadline, liquidated damages of one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor for each calendar day of delay.
7. Failure to submit Transition Plan within ninety (90) calendar days of Agreement execution or to revise the Transition Plan within thirty (30) calendar days of notification by the Administrator or designee. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
8. For failure to distribute Roll Carts by date specified in Transition Plan unless otherwise approved by the Administrator or designee, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor per calendar day.

35.2. LIQUIDATED DAMAGES DURING TERM OF CONTRACT

- A. During the term of the Contract, the Contract Administrator may assess liquidated damages as follows:
 1. Failure to clean up spilled liquids or material in compliance with the requirements in the Contract, within the deadlines set forth herein, after receiving written or verbal notification by the County or a Customer. Each failure shall result in the imposition of a two hundred fifty-dollar (\$250) assessment per event, per operating day of delay.
 2. Operating a collection vehicle that leaks or spills hydraulic fluid, oil or other liquids in the County, after receiving written or verbal notification by the County of the problem, shall result in an assessment of five hundred dollars (\$500) per day.

3. Missed Streets. A missed street is a street where no collection occurs on one (1) or both sides of the street on the scheduled collection day. The assessment for a missed street is one hundred dollars (\$100) per street, per business day of delay. The missed locations shall be collected as provided for in this Contract. 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 Contract, and/or as otherwise determined by the County and Contractor.
4. Failure to complete an incomplete route by noon on the next business day, shall result in the assessment of five hundred dollars (\$500) per route. For the purposes of this assessment, an incomplete route is a route where twenty (20) or more homes were not completed on the scheduled collection day.
5. Failure to return for a missed collection by 8:00 p.m. the next business day, shall result in a fifty dollar (\$50) assessment per incident, per business day.
6. Failure to leave a non-collection notice in cases where a non-collection notice is required, shall result in a fifty (\$50) assessment per incident.
7. Mixing Solid Waste collected from residential Customers in Hernando County with solid waste collected from outside of Hernando County or commercial Solid Waste, unless prior approval for the mixing has been granted by the County, shall result in the imposition of an assessment of one thousand dollars (\$1,000) per incident.
8. Mixing Solid Waste, Yard Waste, Recycling or any other materials where those materials are required to be collected separately, without prior approval of the County, shall result in a one thousand dollar (\$1,000) assessment per incident. This assessment shall not be made if the mixing is of a de minimis amount as determined by the County.
9. Failure to respond to a complaint within the specified time frame shall result in a one-hundred-dollar (\$100) assessment per incident per business day.
10. Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) calendar days of notification, or additional time granted, shall result in the imposition of a one hundred dollar (\$100) per day assessment for each occurrence until such complaint is resolved to the satisfaction of the County.
11. Failure to timely file complete and accurate reports or documents required herein shall result in the imposition of a fifty-dollar (\$50) assessment for each business day that each report or document is late.
12. Failure to provide GPS data, photographs, recordings or other information requested by the County within two (2) business days after the County's request, shall result in an assessment of one hundred dollars (\$100) per business day of delay.

13. Failure to operate, maintain and provide County access to the complaint tracking system required in this Contract, shall result in the assessment of one hundred dollars (\$100) per operating day, unless the Contractor demonstrates that the failure was caused by circumstances beyond the reasonable control of the Contractor.
14. Failure to correct chronic problems shall result in the imposition of a one-hundred-dollar (\$100) assessment. Chronic shall mean three or more Legitimate Complaints at the same individual dwelling unit within a ninety (90) calendar day period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments of one hundred dollars (\$100) may be imposed for each Legitimate Complaint thereafter. The time period resets when no Legitimate Complaints have occurred at the dwelling unit for a ninety (90) calendar day period.
15. Failure to maintain office hours in the manner specified in this Solicitation and the Awarded Contract shall result in a fifty-dollar (\$50) assessment per occurrence per calendar day.
16. Failure to replace, repair, or deliver Roll Cart or recycling bin within seven (7) business days of receiving notification by a Customer or the County shall result in a fifty-dollar (\$50) assessment per incident per Day.
17. Collections outside of the hours specified in this Solicitation and the Awarded Contract, without prior approval of the County, shall result in a fifty-dollar (\$50) assessment per incident per calendar day.
18. Failure to correct chronic problems with the compaction of recyclable materials that adversely affects the marketability of the materials, after the County has notified the Contractor of the problem, shall result in a one-thousand-dollar (\$1,000) assessment per truck load. Chronic shall mean three (3) or more incidents in a ninety (90) calendar day period.
19. Failure to correct chronic personnel problems, shall result in a one-hundred-dollar (\$100) assessment per incident. Chronic personnel problem shall mean three (3) or more instances of the same or similar problem with the same employee within a twelve (12) month period. One hundred dollars (\$100) shall be assessed on the third incident, and one hundred dollars (\$100) shall be assessed for each subsequent incident.
20. Failure to provide timely notices or educational materials shall result in the imposition of a one-hundred-dollar (\$100) assessment per event.
21. Failure to repair damage caused by Contractor's negligence to a Customer's property within the deadlines set forth in this Contract, after receiving notification by the Customer or County, shall result in the imposition of an assessment of one hundred dollars (\$100) per business day until the damage is repaired to the satisfaction of the County.
22. Failure to respond to the County by 5:00 p.m. on the first business day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from

- the Contractor, shall result in the imposition of an assessment of one hundred dollars (\$100), and one hundred dollars (\$100) for each additional business day of delay thereafter.
23. Failure to maintain or provide documents in the manner required herein shall result in the imposition of an assessment of one hundred dollars (\$100) per document per business day until corrected.
 24. Permanently changing collection Days, without receiving prior approval from the Contract Administrator shall result in the imposition of an assessment of two thousand, five hundred dollars (\$2,500) per incident.
 25. Operating collection vehicles that exceed a maximum age of ten (10) years, without prior approval of the County, or that are not properly licensed shall result in an assessment of one hundred dollars (\$100) per vehicle per calendar day.
 26. Failure to meet any deadline in the Contract, not previously addressed, shall result in an assessment of fifty dollars (\$50) per calendar day of delay.
 27. Failure to repair damage to public or private property determined to be caused by Contractor or its personnel within the timeframe approved by the Administrator or designee, shall be subject to an assessment of one hundred dollars (\$100) per calendar day.

35.3. PROCEDURE FOR ASSESSING LIQUIDATED DAMAGES

- A. 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 Set Outs, 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) calendar 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.
- B. 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.
- C. After receiving the Contract Administrator's letter, Contractor shall have ten (10) calendar days to file a written letter of protest with the Contract Administrator.

- D. 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, or any review by the Board of County Commissioners of such decision if requested, shall be final for purposes of judicial review or such other remedies as may be available under this contract or Florida law, provided that the Board is not obligated to undertake any such review.
- E. 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.

36. PAYMENTS WITHHELD FROM CONTRACTOR

36.1. PAYMENTS WITHHELD FROM CONTRACTOR

- A. In addition to the remedies provided elsewhere in the Contract 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:
 - 1. Unsatisfactory work, that would be subject to liquidated damages as provided in Section 35.2, Liquidated Damages, not caused by conditions beyond the Contractor's control;
 - 2. Defective work, that would be subject to liquidated damages as provided in Section 35.2, Liquidated Damages, that has not been corrected;
 - 3. The Contractor's failure to carry out instructions or orders of the County that are within the County's authority under the Contract;
 - 4. Failure of the Contractor to make payments to any subcontractor for materials or labor, which results in a claim against the County;
 - 5. Unsafe working conditions allowed to persist by the Contractor; or
 - 6. Failure of the Contractor to provide routes, schedules, data, or reports requested by the County.
- B. 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. The County Administrator's decision, or any review by the Board of County Commissioners of such decision if requested, shall be final for purposes of judicial review or such other remedies as may be available under this contract or Florida law, provided that the Board is not obligated to undertake any such review.
- C. Payment: Contractor shall pay any liquidated damages assessed by the County within forty-five (45) operating days after the date the liquidated damages are assessed. If the liquidated damages are not paid within forty-five (45) operating days, the County may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, and pursue any and all of the other remedies available to it.
- D. Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of the work that occur due to a condition of Force Majeure, as set forth in Section 33, No Liability for Delays or Nonperformance Due To Force Majeure Events.

37. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

37.1. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor 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 Contractor, its agents, sub-franchisee, assigns, heirs, and employees during performance under this Contract. 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 Contract. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any sub-franchisee, 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 Contractor or any sub-franchisee under workers' compensation acts, disability benefit acts or other employee benefit acts; provided, however, that neither the Contractor 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 Contractor, its agents, sub-franchisee, assigns, heirs or employees during performance under this Contract, 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 to the extent permitted by Florida law.
- B. The Contractor further agrees to indemnify and hold harmless the County, and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorneys' 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.
- C. The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which the subcontractor fully indemnifies the County in accordance with this Agreement.
- D. 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.

37.2.. PERFORMANCE BOND

- A. A Performance Bond issued in a sum equal to fifty (50%) percent of the first year total awarded Contract amount, and in a sum equal to fifty percent (50%) of the annual Contract amount for each year thereafter delivered on or before January 1st of each year, by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Proposer for purposes of insuring the faithful performance of the obligations imposed by this Contract. When applicable, the Performance Bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Proposer within ten (10) calendar days after notification by the County of the County's intent to award the Contract. The Performance Bond shall be maintained for the duration of the initial term and any renewal term(s), if exercised.
- B. If, within ten (10) calendar days after notification by the County of the County's intent to award a Contract, the successful Proposer refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance Bond, the amount of the Proposer's Bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of their Bid security or as a defense to any action based upon the neglect or refusal to execute a written Contract.
- C. The surety company must provide an "Increase Rider" to the Performance Bond or execute the "Consent of Surety and Increase of Penalty" form provided by the County if the Contract is increased by change order.
- D. In order to be acceptable to the Owner, a surety company issuing Bid Guaranty bonds, or Performance Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:
 - 1. Surety must be admitted to doing business in the State of Florida and shall comply with the provisions of 255.05, Florida Statutes (current version).
 - 2. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).
 - 3. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
 - 4. Agents of surety companies must list their name, address and telephone number on all bonds.

5. If the surety on any Bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this Paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the County.
- E. Contractor may be required by the Hernando County Board of County Commissioners to post a cash, surety, and/or Performance Bond in such amount as may be set from time to time by resolution of the Board.

37.3. MINIMUM INSURANCE REQUIREMENTS

- A. 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 coverages, 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.
 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.
 2. BUSINESS AUTOMOBILE LIABILITY. Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.
 3. EXCESS LIABILITY. Contractor shall maintain Excess Liability at a limit of liability not less than \$10,000,000 Each Occurrence / \$10,000,000 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. 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 \$100,000 Each Accident, \$100,000 Disease Each Employee, and \$500,000 Disease Policy Limit.
 5. 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 years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

6. **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.
7. **WAIVER OF SUBROGATION.** Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss 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.
8. **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 days 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, 15470 Flight Path Drive, Brooksville, FL, 34604. Contractor will mail a copy of the Certificate described above to: Hernando County Board of County Commissioners, Procurement

Department, 15470 Flight Path Drive, Brooksville, FL, 34604, and Hernando County Solid Waste, 14450 Landfill Rd., Brooksville, FL, 34614

9. 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.

38. SOVEREIGN IMMUNITY

38.1. SOVEREIGN IMMUNITY

- A. The liability and immunity of the County is governed by the provisions of Section 768.28, Florida Statutes, and nothing in this Contract is intended to extend the liability of the County or to waive any immunity enjoyed by the County under that statute. Any provisions of this Contract determined to be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void. The provisions shall survive expiration or termination of the contract.

39. NOTICES TO PARTIES

39.1. 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 or electronic mail. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by fax or electronic mail and receipt is confirmed by telephone or electronic mail reply, or when delivered by U.S. Mail, nationally recognized express or overnight delivery service, 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

Utilities Director
15365 Cortez Blvd.
Brooksville, FL 34613
Email:
SHarper@co.hernando.fl.us
LTeague@co.hernando.fl.us
Telephone: (352) 754-4037
Facsimile: (352) 754-4485

(2) Hernando County Solid Waste

Solid Waste and Recycling Manager
14450 Landfill Rd.
Brooksville, FL 34614
Email: sharper@hernandocounty.us
Telephone: (352) 754-4112
Facsimile: (352) 754-4118

(3) Hernando County

Procurement
Chief Procurement Officer
15470 Flight Path Dr.
Brooksville, FL 34604
Telephone: (352) 754-4020

As to Contractor:

Contractor Name: Coastal Waste & Recycling, Inc.

Attention: Matthew Cowan, Esq.

Title: General Counsel

Address: 4950 Communication Ave.
Suite 920
Boca Raton, FL 33431

Email: mcowan@coastalwasteinc.com

Telephone: (305) 343-2731

Facsimile: (N/A)

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.

40. ASSIGNMENT OR TRANSFER OF CONTRACT

40.1. ASSIGNMENT

- A. 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. The County's approval shall not be unreasonably withheld. 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.
- B. 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.
- C. If any assignment is approved by the County, the assignee shall fully assume all of the liabilities of the Contractor.
- D. Excepting contract labor, which is used from time to time, the requirements of this Article 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.

40.2. TRANSFER OF CONTRACT

- A. 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 Request for Proposals. 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.

41. AMENDMENTS TO THE CONTRACT DOCUMENTS

41.1. GENERAL REQUIREMENTS

- A. This contract constitutes the entire agreement and understanding between the parties hereto. 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.

41.2. COUNTY POWER TO AMEND CONTRACT

- A. 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. After mutual agreement by the Contractor and the Contract Administrator, any amendments to contract terms, conditions and rates would be subject to approval by the Board.

41.3. AMENDMENTS DUE TO CHANGES IN LAW

- A. 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.

41.4. WAIVER OF RIGHTS

- A. 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.

42. COMPLIANCE WITH LAWS AND REGULATIONS

42.1. COMPLIANCE WITH LAWS AND REGULATIONS

- A. 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.

43. EQUAL OPPORTUNITY EMPLOYMENT

43.1. EQUAL OPPORTUNITY EMPLOYMENT

- A. Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Solicitation and the awarded Contract 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 without regard to race, color, religion, sex, age or national origin during employment by Contractor. 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.
- B. During the performance of this Contract, the Contractor herein assures the County that said Contractor 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 Contractor 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 Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance.
 - 1. Furthermore, the Contractor herein assures the County that said Contractor 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.

44. SURVIVABILITY

44.1. SURVIVABILITY

- A. 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.

45. SEVERABILITY

45.1. SEVERABILITY

- A. 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.

46. DUTIES OF FAIR DEALING

46.1. DUTIES OF FAIR DEALING

- A. 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 0.01% from the profits or emoluments of the Contract, nor has the Contractor provided any gift to any such Person or their family.
- B. 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.
- C. 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.

47. RECORD KEEPING AND REPORTING

47.1. GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

- A. 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.
- B. All of the Contractor's reports to the County shall be submitted in a hard copy or in an electronic format that is compatible with the County's software and, where applicable, in a GIS compatible format. The format and content of the Contractor's reports are subject to the County's approval. The reports shall be signed by the General Manager or other duly authorized representative of the Contractor.
- C. The Contractor shall prepare the logs identified in this Contract. 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 County, upon request, within one (1) business day. The general format and content of the Contractor's logs shall be subject to the County's approval.

47.2. SPECIFIC RECORD KEEPING REQUIREMENT

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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 Contract. 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.

47.3.DAILY REPORT

- A. At the end of each Scheduled Collection Day, the Franchisee shall submit a report via email or other electronic communication to the County detailing any incomplete routes, the reason for the incomplete route (e.g., weather, mechanical, manpower, etc.), the route number and the approximate geographic location affected. If there are no incomplete routes for that Collection day, the Franchisee shall submit a report stating that all routes were completed.

47.4.MONTHLY REPORT

- A. Contractor shall submit Monthly Reports to the County within fifteen (15) calendar days after the end of each month.
- B. 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 Yard Waste delivered to a Designated Disposal Facility; (c) the total quantity of Recyclable Material delivered to a Designated Recycling Facility; (d) the amount of Solid Waste, Yard Waste and Recyclable Material, respectively, delivered to other facilities; (e) the number of Non-Collection Notices issued to Customers during the month; (f) the number of Missed Collections; (g) a summary of each accident involving personal injuries or property damage; (h) a summary of all Customer complaints and their status; (i) the total number of complaints; (j) the total number of Recycling Bins and Roll Carts provided to Customers and the County; and (k) the total number of Recycling Bins and Roll Carts in the Contractor's inventory.

- C. Upon request by the Contractor, the County may waive one or more of the requirements for the Monthly Report.
- D. Whenever the Contractor submits a monthly report to the County, 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, Yard 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.

47.5.ANNUAL REPORT

- A. Contractor shall submit Annual Reports to the County 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 Collection Plan, including current route maps and schedules for all Collection Services provided under the Contract; (c) a description and inventory, indicating quantities and condition, of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a corrective action plan for systemic and chronic problems, if any; (e) an updated Contingency Plan; (f) an updated safety plan; and (g) a list of all community stop locations and number of customers assigned to the community stop. Upon request by the Contractor, the County may waive one or more of the requirements for the Annual Report.

47.6.OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

- A. 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 County within five (5) calendar days whenever any changes are made to the safety plan and at least once annually. The Franchisee shall provide the name and contact information for the employee who is appointed to supervise and enforce safety compliance and shall notify the County within five calendar days whenever the employee is changed.
- B. Accidents and Property Damage – Contractor shall notify the County 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 Contract. Contractor also shall notify the County of accidents involving personal injuries or significant 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 County within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the County within two (2) Days following the ultimate disposition of the case. The Contractor also shall provide the County with copies of any reports or notices provided to OSHA or the Department of Transportation, within two Days after such documents are submitted.

47.7. CONTINGENCY PLAN

- A. Franchisee shall develop a Contingency Plan, which shall describe the Franchisee's plan of action in the event that an emergency or other situation renders the Franchisee's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Franchisee shall take to avoid interruptions or reductions in Collection Service. The Contingency Plan shall be submitted to the County thirty (30) days prior to start of service. The Franchisee shall deliver an updated plan to the County within five (5) days whenever any changes are made to the contingency plan and at least once annually. The Contingency Plan and all revisions to the plan are subject to the County's approval.

47.8. COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

- A. Contractor shall cooperate with the County 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 the Contract, that the County or the Contractor deem relevant under the circumstances.
- B. 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 County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of Contractor's books, records, documents, time records and other evidence shall be at the County's expense. The Contractor's records shall be made available for inspection during normal business hours at the Contractor's office. The Contractor shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract.

47.9. AUDIT

- A. Contractor must conduct three (3) recycling audits during the initial term of the contract.

48. MISCELLANEOUS

48.1. MISCELLANEOUS

- A. The Contractor 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.
- B. Except as otherwise set forth in this Contract, the Contractor and the County shall adhere to all provisions contained in the RFP No. 24-RFP00582.
- C. This Contract shall be contingent upon the Contractor furnishing the COUNTY, when required, a Certificate of Insurance, Performance Bond and any other such documents as required in this contract within fifteen (15) calendar days after notification by the County.
- D. GOVERNING LAW, VENUE. Unless otherwise specified, this Contract 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 and for Hernando County, Florida.
- E. LITIGATION. In the event that litigation is brought in order to interpret or enforce any terms, conditions or covenants in this Agreement, or to remedy any breach thereof, the Parties waive any and all rights to trial by jury in any such case.
- F. The COUNTY agrees to pay the FRANCHISEE for the faithful performance under this Contract according to the prices quoted on the proposal submitted by Franchisee and included as part of this Contract for Curbside Residential Solid Waste and Recycling Collection Services herein and subject to additions or deductions as herein provided for properties that pay for collection services through the Solid Waste Assessment.

49. COMPLIANCE WITH E-VERIFY SYSTEM

49.1. COMPLIANCE WITH E-VERIFY SYSTEM

- A. The County requires the Contractor and its Subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) operating days after receiving a written request from the Administrator, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each Subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

50. PUBLIC RECORDS

50.1. PUBLIC RECORDS

- A. Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's and its subcontractors' records, Franchisee and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. Contractor shall disclose records only in accordance with Florida Public Records Laws. As allowable pursuant to Florida law, County shall endeavor to promptly inform Contractor if County receives a public records request for information designated by Franchisee as confidential.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: 352-754-4020, EMAIL: PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED: AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL, 34604

51. INDEPENDENT CONTRACTOR

51.1. INDEPENDENT CONTRACTOR

- A. Contractor is an independent Franchisee under this Agreement. In providing services, neither Contractor nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting Contractor as an agent, representative or employee of the County for any purpose whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County.

52. CAPTIONS AND HEADINGS

52.1. CAPTIONS AND HEADINGS

- A. Captions and Section Headings. Captions and Sections headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

53. ALL PRIOR AGREEMENTS SUPERSEDED

53.1. ALL PRIOR AGREEMENTS SUPERSEDED

- A. 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.

54. INTERPRETATION OF CONTRACT DOCUMENTS

54.1. INTERPRETATION OF CONTRACT DOCUMENTS

- A. 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, they 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 Contract and any exhibits, attachments or amendments, Request for Proposals No. 24-RFP00582 including any addendum, notices or attachments, and the proposal submitted by Franchisee, and the Request for Pre-Qualification No. 23-PQ00289. 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.

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court

_____ Date: _____
Brian Hawkins
Chairman

Approved as to Form
and Legal Sufficiency

By: Melissa Tartaglia
County Attorney's Office

Witness: John Casagrande

COASTAL WASTE & RECYCLING, INC.

By: TS S. C. Date: 04/29/25
Name: Brendon Pantano
Title: C.E.O.



Contractor's Proposal Pricing and Corporate Guarantee
(Exhibit A)



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

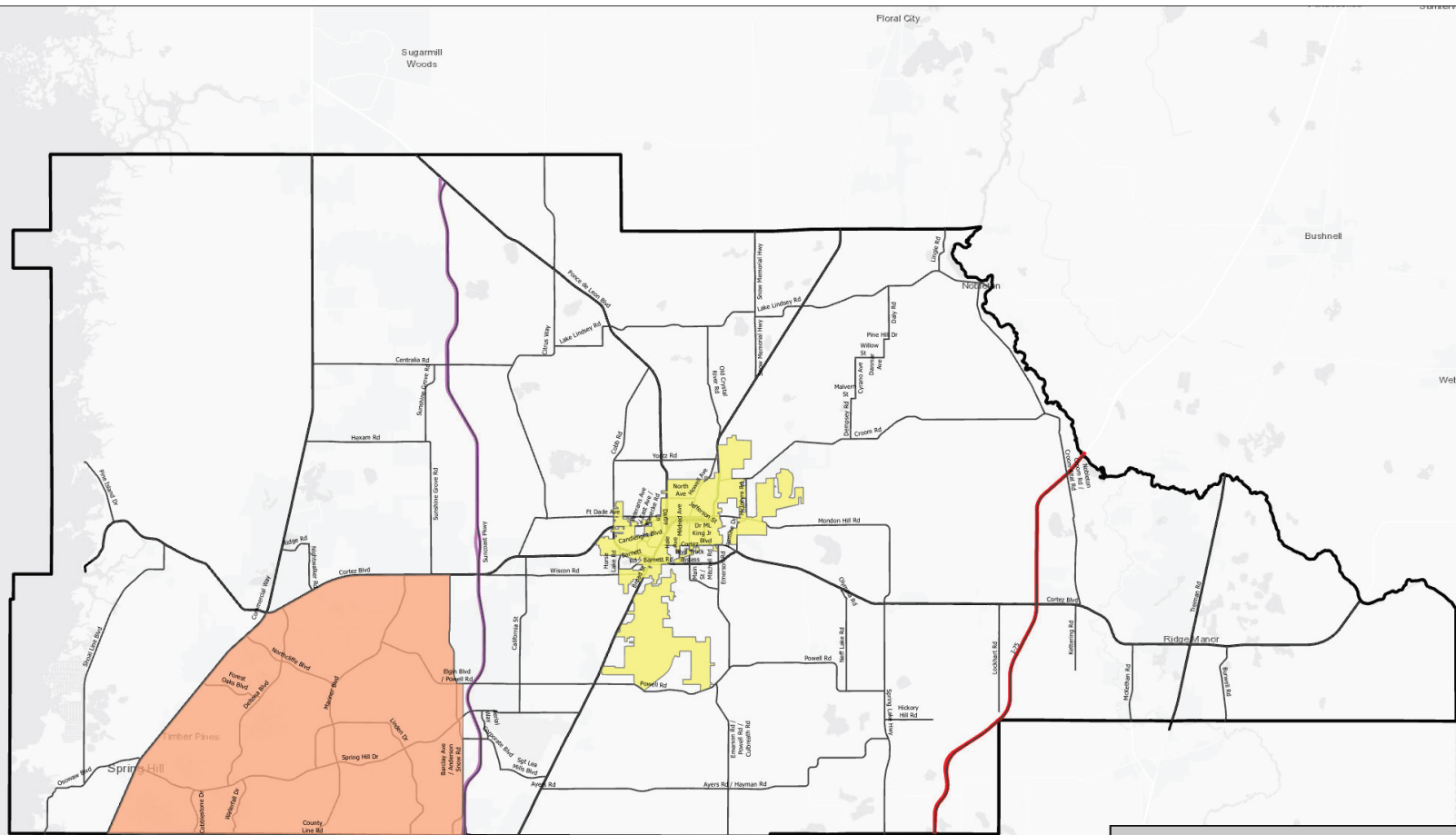
RFP No. 24-RFP00582/TPR
Curbside Residential Solid Waste and Recycling Collection Services
Pricing Proposal

PRICING FOR UNIVERSAL AND SUBSCRIPTION SERVICE AREAS				Coastal Waste & Recycling, Inc.	
Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
BASE RATES FOR UNIVERSAL SERVICE AREA PAID VIA NON-AD VALOREM TAX ASSESSMENT					
1	Collection of curbside trash twice per week, in one franchisee provided roll cart per household	12	Month	\$7.98	\$95.76
2	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month	\$4.16	\$49.92
3	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month	\$2.94	\$35.28
4	Collection of on-call bulk waste up to four times per calendar year per household; each collection may be seven items or one set	12	Month	\$1.44	\$17.28
BASE RATES FOR SUBSCRIPTION AREA PAID BY CUSTOMER DIRECTLY TO VENDOR/SUBCONTRACTOR QUARTERLY					
5	Collection of curbside trash twice per week in one franchisee provided roll cart per household	12	Month	\$8.17	\$98.04
6	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month	\$4.21	\$50.52
7	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month	\$3.06	\$36.72
8	Collection of on-call bulk waste up to four times per year per household; each collection may be seven items or one set	12	Month	\$1.52	\$18.24
Total					\$401.76

ADDITIONAL SERVICES

Description	Quantity	Unit of Measure	Unit Cost	Total
Purchase and delivery of additional carts for trash collection	1	Each	\$110.00	\$110.00
Collection of extra bags or containers of trash by customer request	1	Each	\$7.75	\$7.75
Collection of additional bulk items exceeding the scope of the contract	1	Each	\$50.00	\$50.00
Collection of additional yard waste items exceeding the scope of the contract	1	Each	\$34.50	\$34.50
Monthly collection fee for additional trash carts	12	Month	\$4.55	\$54.60
Door collection service for non-qualified households (add-on premium)	12	Month	\$18.50	\$222.00
Re-delivery of Roll Cart after a Suspension of Service	1	Each	\$50.00	\$50.00

Service Area Map
(Exhibit B)



AUTHOR: KEVIN KINNEY

This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels and boundaries as they existed on 1/23/2025

RESIDENTIAL ADDRESSES IN EXISTING UNIVERSAL COLLECTION AREA AND SUBSCRIPTION AREA

NOT TO SCALE

Legend

- EXISTING UNIVERSAL AREA
- CITY OF BROOKSVILLE
- COUNTY ROADS
- MAJOR ROADS
- I-75
- SUNCOAST
- Main Roads
- COUNTY BOUNDARY
- PROPOSED SUBSCRIPTION AREAS

Performance Bond
(Exhibit C)

Insurance Certificate
(Exhibit D)