

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES RFP No. 2011-18

RESPONSES ARE DUE BY: Thursday, June 30, 2011 @ 2:00 p.m.

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Hwy
P.O. Box 1263
Crawfordville, FL 32327

Contact: Deborah DuBose at 850.926.9500 or via e-mail at
ddubose@mywakulla.com
850.926.9006 FAX

**BOARD OF COUNTY COMMISSIONERS,
WAKULLA COUNTY, FLORIDA**

**REQUEST FOR PROPOSALS
FOR
SOLID WASTE SERVICES**

The Board of County Commissioners, Wakulla County, Florida is seeking solicitations from vendors to provide residential solid waste collection services. Any contract awarded from this RFP will be for a ten (10) year term with options for two (2) additional four (4) year terms.

RFP DEADLINE: Thursday, June 30, 2011 @ 2:00 p.m.
Non-mandatory Pre-bid Site Visit : Wednesday, June 8, 2011 @ 10:00 a.m.
Transfer Station
159 County Landfill Road
Crawfordville, Florida 32327

ANY PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED TO THE SUBMITTER UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT'S OFFICE. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

To be considered, Proposer must submit one (1) original and ten (10) copies of the RFP in a sealed envelope or package, clearly labeled with the Proposer's name, address, and the words **"SOLID WASTE SERVICES"** addressed to:

Wakulla County
Procurement Department
Attention: Deborah DuBose
3093 Crawfordville Highway
Crawfordville, FL 32327

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SECTION 1 – INTRODUCTION

1.1 PURPOSE

The Board of County Commissioners of Wakulla County is issuing this Request for Proposals (RFP) to solicit proposals from qualified entities (Respondents) with demonstrated experience and qualifications in providing non-residential collections services, residential curbside solid waste, recyclable materials and bulk items collection. There have been no previous franchise areas within the county. The Respondent will also be required to provide and operate a suitable transfer station at the County's existing landfill site at the level needed, as determined by the Respondent's proposed operational plan. The Respondent should outline the requirements of the transfer station improvements and equipment needed to support their operational plan. Any contract awarded shall not be reassigned or sold by the successful franchisee.

The contact persons for this Request for Proposal are:

Deborah DuBose
OMB Coordinator
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32327
850.926.9500 x 410
850.926.9006 (fax)

Cleve Fleming, Project Manager
ESG Corporation
340 Trice Lane
Crawfordville, FL 32327
850.926.7616
850.926.2890 (fax)

1.2 BACKGROUND INFORMATION

Wakulla County is located in the panhandle of Florida, with a countywide population of approximately 32,815 and a land area of 606.66 square miles. The proposed franchise area is the entire County, excluding the municipal area of St. Marks. The municipal area of Sopchoppy may be included at the city's discretion so the Respondent should provide pricing with both alternatives on the appropriate Bid Form. According to a recent study, there are approximately 12,039 dwelling units in the County, 190 of which are located in St. Marks and 192 are located in Sopchoppy.

Like many rural counties, Wakulla County has certain roads that may present access issues for large compactor trucks. The successful Respondent will need to be

equipped with adequate single axle trucks not to exceed 26,000 pounds to service some of these properties. Additionally, Wakulla County has at least 5 gated, residential communities.

Each proposal shall include Bid Form 1, Bid Form 2, Bid Form 3, and Bid Form 4. The County may elect to award a contract for either choice or for none. In addition to the Service options presented on the Bid Forms, the Respondents are encouraged to present alternate options for the county's consideration.

The costs for all options shall include a franchise fee calculated as 8% of the Respondent's gross receipts in the franchise area.

1.3 PROPOSAL CONSIDERATIONS

County's Rights

Issuing addenda to this Request for Proposals, including extending or revising the time line for submittals

Withdrawing, reissuing or modifying the Request for Proposals package.

Requesting clarification and/or additional information from any Respondent at any point in the procurement process.

Executing a contract with a Respondent on the basis of the original proposal and/or any other information submitted by Respondents at any time during the procurement process.

Rejecting any or all proposals, waiving irregularities in any proposal, accepting or rejecting all or any part of any proposal, waiving any requirements in the Request for Proposals package, as may be deemed by the County to be in the best interest of the County.

Accepting a proposal that may not offer the lowest cost but offers the best overall proposal based on the company's qualifications, technical proposal, financial strength, willingness to accept contractual terms as well as the cost proposal.

Discontinuing its negotiations after commencing negotiations with a selected Respondent if progress is unsatisfactory in the sole judgment of the County and commencing discussions with another qualified Respondent.

Respondents' Responsibilities

Examine this Request for Proposal package thoroughly.

Become familiar with local conditions that may affect cost, permitting, performance, or services described in the Request for Proposals, including the current transfer station.

Consider all federal, state, and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.

Clarify with the County any conflicts, errors, or discrepancies in the Request for Proposals.

Agree not to collaborate or discuss with other Respondents the content of this proposal or service fees proposed.

Have no contact related to this Request for Proposals with County elected officials or staff (aside from designated contact persons in Section 1.1) outside of legally convened public meetings.

Before submitting a proposal, each Respondent will, at Respondent's own expense, make or obtain any additional examinations, investigations, and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the services and that Respondent deems necessary for its proposal.

The submission of a proposal will constitute a binding representation and warranty by the Respondent that the Respondent has investigated all aspects of the Request for Proposals and its proposal; that Respondent is aware of the applicable facts pertaining to the County's procurement process, its procedures and requirements; that the Respondent has read and understands the Request for Proposals and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this Request for Proposals and the proposed contract and such means, methods, techniques, sequences or procedures as may be indicated in or required by this Request for Proposals and the proposed contract; and that this Request for Proposals is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the requested services and facilities.

The submission of a proposal shall not be deemed an agreement between the Respondent and the County. The proposal is merely a contractual offer by the Respondent to perform services in accordance with the proposal. The County shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

The submission of a proposal shall be deemed a waiver by the Respondent of any claim, right, or demand for any payments as a displaced company under the provisions of Section 403.70605, Florida Statutes, regardless of whether the Respondent is selected by the County or not.

Selection of a proposal by the County obligates the selected Respondent to enter into good faith negotiations based on their submitted proposal and to enter into a contract with the

County for the performance of the services chosen by the County in its sole discretion. The proposed franchise contract is attached to this Request for Proposal as Attachment 12. The Respondent shall be prepared to accept all terms outline in the contract, but understand that certain provisions may be removed or added to the contract depending on the service option the County selects, if any. No contract shall be binding on the County unless and until it has been approved by the Board of County Commissioners, executed by the County and the selected Respondent, and the Respondent's performance bonds and other insurance certificates have been accepted by the County.

1.4 PROCUREMENT SCHEDULE

Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	May 27, 2011
Technical Questions Due from Prospective Respondents (written via fax or e-mail)	June 3, 2011 @ 5:00 p.m.
NON-MANDATORY Site Visit	Wednesday, June 8 th @ 10:00 a.m. Transfer Station 159 County Landfill Road Crawfordville, FL 32327
Responses to questions due from the County	June 10, 2011 @ 5:00 p.m.
PROPOSALS DUE TO BOCC	June 30, 2011 @ 2:00 p.m.
Evaluation Team Selection Process	July 1 - 15, 2011
Oral Presentations	July 19, 2011
Posting of Evaluation Team Rankings	July 21, 2011
Board Consideration of Intended Vendor Award	August 1, 2011
Anticipated Date to Begin Work	October 1, 2011

1. The Board of County Commissioner's reserves the right to alter scheduled dates if necessary.
2. Oral presentations will be held on July 19, 2011 for the three (3) highest ranked firms. The Evaluation Team may re-rank firms following oral presentations.

1.5 FORMAT, EVALUATION CRITERIA AND SCORING

SELECTION CRITERIA	AVAILABLE POINTS
Company Profile, Experience and References	15 points
Staff Resumes	10 points
Technical Service Proposal and Transfer Station Operational Plan	15 points
Financial Background, Stability, and Financing Plan	10 points
Cost Proposal	40 points
Local Preference (if applicable)	5 points
Oral Presentation	5 points
TOTAL	100 POINTS

Proposals will be evaluated on the basis of scoring the proposals as to technical merit based on responsiveness to the requested scope of services using the criteria listed below. Further evaluation will include an oral interview/presentation with the three (3) most qualified respondents. Note that all scores may be adjusted after the oral presentations.

Primary Evaluation Criteria and Proposal Format

Proposals for the requested services shall follow the following format and be evaluated using the following criteria:

- Company Profile, Experience, and References (15 points):

Respondent must fully describe its company, its corporate make-up (including parent and subsidiary companies), the number of years it has been in business. If the responsibilities of the contract will be fulfilled by a team of two or more companies, Respondents must clearly identify the companies involved, the responsibilities of each, the legal relationship between the companies and prior working relationship between the companies.

Respondents must provide information demonstrating that they, including all corporate parents and subsidiaries, meet the following criteria: (1) currently serve Florida residential accounts of a sufficient number to demonstrate the ability to serve the County's expected number of dwelling units; and (2) currently serve Florida non-residential accounts of a sufficient number and size as will potentially be served in the County. Respondents must demonstrate experience in billing and providing adequate customer service to Florida residential and commercial accounts. Respondents must detail the number of years of experience in solid waste industry, managing the collection, recycling, transport and disposal of solid waste. (If partnering, include information for all partners). Additionally, they must detail their experience operating solid waste collection services within Wakulla County. Respondents must outline their experience with transfer station operation. Respondents must demonstrate the willingness and ability to comply with all terms of the proposed franchise agreement.

Respondents shall submit names, address and telephone numbers of at least three Florida government references, including all contact information and current number of customers served.

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State and local ordinances, rules and regulations which in any manner may apply. Respondents who are in negotiations or in the process of selling their company will not be considered.

Respondent must indicate whether any company, partner, parent or subsidiary, or any corporate officer has voluntarily or involuntarily declared bankruptcy or has been involved within the past five years in any litigation (including mediation or arbitration) arising out of the performance of a similar contract, violation of state, federal, or local laws, regulations, or permits; or arising from or connected with allegation or corrupt corporate practices.

Respondent must disclose whether any company, partner, parent or subsidiary, or any corporate officer has been notified or been the subject of any enforcement action, order, decree, warning letter, notice of violation. Please fully explain any affirmative answers.

The scoring will emphasize management, organization, history, and experience with similar local government contracts and the quality of references.

▪ Staff Resumes (10 points):

Respondent must identify and provide resumes for the key staff who will be primary contacts and representatives for the company and those who will perform significant, substantive responsibilities required under the contract throughout the term of the contract.

The scoring will emphasize expertise, specific project examples including variety of professional backgrounds, certifications, and skills.

○ Technical Service Proposal (15 points):

Respondents shall specify how each service (i.e. solid waste, recyclables, etc.) will be handled, such as, type of truck; how many personnel/truck, assurances that sufficient backup equipment is readily available, average age of fleet, proposed collection schedules, type of collection containers to be provided, how holidays will be handled, crew size per vehicle, number of accounts per route per day and number of routes per day, any instructions and expectations of the customers, the billing practices for non-residential accounts and on-demand services etc.

Respondents must describe methods for dealing with collection problems such as missed pick-ups, missed setouts, excessive contamination, customer complaints and similar issues.

Respondents must describe their plan for customer service and billing, describe the components of the public education program to be provided over the term of the contract, and provide examples of similar public education materials developed by the Respondent.

Respondent must describe method for tracking quantities of the various types of wastes collected and their plan for recyclable processing.

Respondent must detail its proposed transition plan and present a contingency plan in the event of equipment failures or other disruptions.

Respondents must demonstrate the willingness and ability to comply with all terms of the proposed franchise agreement.

Respondents shall detail their operational plan for the existing transfer station or, alternatively, their plan for direct hauling all waste out of the county. Respondents must provide for the need to provide a minimum level of solid waste disposal at the transfer station for C&D, for non-residential waste (in the event the county elects to award a residential only franchise), and the waste stream from the City of Sopchoppy (in the event the city elects not to participate in the franchise). The Respondent should estimate the

tipping fees it would expect to charge at the transfer station. Respondents must outline any needed upgrades for the transfer station to meet the minimum operational needs of the transfer station. The Respondent must describe how it will handle the transfer station at the conclusion of the franchise contract term.

The scoring will emphasize Respondents plan for service delivery and the Respondent's disposal solution for the County (ex: direct haul out of the county, build a new transfer station at county landfill etc), including any upgrades of the transfer station.

- Financial Background, Stability And Financing Plan (10 Points):

Respondent must provide a statement of financial qualifications including, but not limited to, three years of independently audited financial statements, evidence of 90 days of working capital, a statement of the prime contractor's annual revenue from existing contracts and current debt to equity ratio and any other information necessary to demonstrate financial stability and an adequate financing plan. The County reserves the right to require submission by the Respondent of a certifying opinion by a CPA with regard to the financial status of such Respondent prior to the award of a franchise contract.

Respondent must detail its proposed financing plan, which identifies all capital financing requirements for the franchise contract and provide evidence of capital financing ability.

Respondent must demonstrate the financial ability to make the required payments to displaced haulers in accordance with Section 403.70605, Florida Statutes.

Respondents must demonstrate the willingness and ability to comply with all terms of the proposed franchise agreement.

Respondent must provide evidence of the ability to post a performance for 100% of the contract amount should they be awarded the contract.

Respondent must provide evidence of insurance within the stated limits as provided in the proposed franchise contract

The scoring will emphasize company background, financial stability and plan for financing services.

- Cost Proposal (40 Points):

Respondent must submit its cost proposal using Bid Form 1, Bid Form 2, Bid Form 3, and Bid Form 4. The cost proposal must be based upon the components of the technical proposal. All Bid Forms must be submitted and failure to do so will disqualify the proposal. In preparing the Bid Form, the Respondent shall keep in mind that the selected Respondent will be required to provide an 8% gross receipts franchise fee to the County and the rates must include all service requirements contained in this Request for Proposal and the proposed franchise contract. The rates must include any and all other taxes, fees, surcharges or other levies that may be

applicable to Respondent's collection, processing, and disposal, or other related services. The rates must be sufficient to cover the required payments to displaced haulers in accordance with Section 403.70605, Florida Statutes.

The scoring will emphasize cost proposal, ability to implement and reasonableness of rates.

- Local Preference (5 points):

In accordance with the County's adopted local preference policy, qualified local businesses will receive up to 5 points as a local preference. The scoring will be in accordance with the County's adopted local preference policy.

- Oral Presentation (5 points):

After the evaluation team does its initial ranking based upon the written proposals, the top three firms will be invited to make oral presentations and to answer questions.

The scoring will emphasize the Respondent's presentation and responses to questions.

The above evaluation criteria outline the required format for submission of proposals, which must contain a tabbed section for each of the noted sections. Additional details on the scope of services are discussed below. For a proposal to be eligible, the format must be strictly followed. All proposals should be typewritten, bound 8 ½ x 11 format, and should be properly identified by name of respondent and marked with "Solid Waste Services RFP No. #2011-18" to facilitate effective evaluation by the County. Proposals shall be limited to a total of 25 pages. Local Preference certificates, Bid Forms, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length may be considered non-responsive and may not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

The successful Respondent will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should negotiations fail, the County will negotiate with other highly ranked companies.

SECTION 2 – DEFINITIONS

Bulk Waste: Non-Vegetative items whose large size or weight precludes or complicates normal handling or collection. Examples would be typical household furniture, wood, wood fencing and decking.

Construction & Demolition Debris (C&D): Discarded items generally considered not to be water soluble and non-hazardous. Examples would be steel, glass,

bricks, concrete, asphalt, pipe, and gypsum wallboard from the construction or destruction of a structure or construction project. C&D material will not be collected on-site under this contract, but must be accepted at the transfer station.

Electronics (E-Scrap): Televisions and Computers (including monitors). Smaller electronics may be placed in household garbage container.

Garbage: Every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, decay, dealing in, or storage of, meats, fish, fowl, birds, fruit or vegetables, or other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

Recyclable Materials: 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.

Rubbish: Every accumulation of paper, excelsior, rags, wooden and paper boxes or containers, sweepings and all other accumulations of materials, other than garbage, which are usual to household keeping and to the operation of stores, offices and other business places, and also bottles, cans or containers.

Solid Waste: Includes Garbage, Rubbish, or other discarded material usual to housekeeping and generated solely by residents in the ordinary course of residential and non-residential occupancies, but excluding biomedical wastes, hazardous wastes and other prohibited materials.

White Goods: Inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, window air conditioners and other similar domestic large appliances.

SECTION 3 – SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

The RFP is seeking alternative proposals for the collection services listed in Table 1. The first alternative the County is seeking proposals for is residential and non-residential collection services. This alternative should be presented on Bid Form 1. The City of St. Marks will not be included in the service area as they currently have a franchised hauler. The City of Sopchoppy maybe included at the discretion of the City and should be presented as an alternative on Bid Form 2.

The next alternative the County is seeking proposals for is residential only collection services for all single family dwelling units and multi-family units where each unit receives individual collection in the indentified service areas of the County. This alternative should be presented on Bid Form 4. The City of St. Marks will not be included in the service area as they currently have a franchised hauler. The City of Sopchoppy maybe included at the discretion of the City and should be presented as an alternative on Bid Form 4.

All Respondents must be in full compliance with all applicable Wakulla County resolutions and ordinances, including, but not limited to: Occupational Licenses and Rate Resolution (i.e. all tipping fee accounts must be current).

In addition to the Scope of Work details highlighted in this Section 3, all Respondents must meet all requirements of the attached proposed franchise contract.

3.2 SERVICE DETAILS

Appropriately sized curbside roll-out containers for Solid Waste and a container for Recyclable Materials shall be provided by the franchisee and will remain the property of the franchisee throughout the contract.

Each customer will be provided the appropriate curbside containers for Solid Waste and Recyclable Materials. Maintenance of containers (in good working order) is the responsibility of the franchisee. If containers are not in good working order, they shall be replaced in 24 hours of notification by resident. Appearance of containers is very important and they shall be visually appropriate so as not to degrade any neighborhood.

Curbside containers shall be placed approximately three (3) feet from the roadway and adjacent to residential driveways. Containers shall be thoroughly emptied and returned, in an upright position, to the same location. No waste materials shall remain on the ground following pick-up. Should the franchisee be notified by a customer, or the County, that waste materials were left, they shall be removed within 24 hours. Yard Trash, Bulk Waste, and White Goods shall be placed as close as practical to the roadway.

In the event a customer pick-up is missed, the material shall be picked up by the Franchisee within 24 hours of notification.

The franchisee shall not commingle waste streams; i.e Solid Waste, White Goods, Bulk Waste or Recyclable Materials.

Bulk Waste collections shall be thorough, leaving no materials on site.

Wakulla County currently has flow control and requires all Solid Waste to be transported to the existing transfer station at the County Landfill. Recyclable Materials, C&D, White Goods, Yard Trash and E-Scrap may be delivered to the transfer station as well. However, the County transfer station is currently undersized for the existing waste stream and requires certain other additional regulatory upgrades if it is going to remain in service. The Respondent should inspect the existing transfer station and outline the requirements related to transfer station equipment and other upgrades to support their operational plan. The Respondent may elect to direct haul all waste to an out-of-county landfill and by-pass the transfer station, but the Respondent will be required to make the minimal upgrades needed to the transfer station so that it can accept C&D waste, non-residential waste (in the event the County does not franchise the collection of non-residential waste), and Solid Waste from City of Sopchoppy residents (in the event the City elects not to participate in collection services). The Respondent will be required to operate the transfer station at the level needed to fulfill their operational plan. The Respondent will be allowed to charge a reasonable tipping fee at the transfer station and the County will maintain its flow control policy.

Franchisee's equipment shall be maintained in good working order and appearance. The franchisee's company logo shall be prominently displayed on all equipment. Within sixty (60) days of commencement date, the Public Works Department of Wakulla County shall be provided a complete list of all equipment associated with the execution of the contract. Additionally, a program, such as Trak EZ, that includes the number of customers, complaint tracking,, stop service, etc. shall be maintained and the County given access to this program.

Regarding holidays, franchisee shall notify all customers whose normal collection day falls upon that day that no collection will be provided and the date of the next collection day. Notification should be definitive and timely, such as during the prior billing cycle for a specific holiday.

Wakulla County's intent is to have little to no impact on our customers during transitional period. To this end, the hauler chosen to provide services to the County will be required to provide all residents at least 30 days notice prior to initiating services. This notice shall include specific days for each type of service, size of containers, where/how to place containers or materials for pick-ups, notification times applicable for specific service, i.e. 3 days notice for collection of bulk items, numbers to call for additional information, etc.

3.3 COMPENSATION, BILLING AND REPORTS

The cost of investigating, preparing and submitting a proposal is the sole responsibility of the Respondent and shall not be chargeable in any manner to the County. The County will not reimburse any Respondent for any costs associated with the preparation and submission of proposals or expenses incurred in making any oral presentation, participating in interviews, or negotiating with the County.

Non-Residential: Respondent is solely responsible for billing and collections association with non-residential customers in the County. Billing shall be quarterly. Respondent is required to maintain auditable records, including details on the amount of waste generated. Residents may not be charged a start-up fee or additional fees above and beyond the bid amounts except as allowed in section 3.9.

Residential: The County will impose an annual non-ad valorem assessment for all dwelling units in the County that receive roll-out cart service (and not a commercial dumpster service). The Respondent will be paid by the County for all Residential accounts on a schedule to be determined in a negotiated contract. Respondents must maintain adequate service records. Residents may not be charged a start-up fee or additional fees above and beyond the bid amounts.

The costs associated with implementing the Respondent's operational plan for the transfer station and any associated equipment or other upgrades must be subsumed in the charges outlined in Bid Form 1 , Bid Form 2, Bid Form 3, and Bid Form 4.

As provided in Section 403.70605, Florida Statutes, the successful Respondent may be required to pay any displaced solid waste haulers any amount equal to the company's preceding 15 months' gross receipts. Currently, there are 5 solid waste haulers who may be displaced as a result of this contract. It is estimated that 15 months' gross receipts for these haulers would be approximately \$1,237,500.00, but the hauler must do its own due diligence with regard to these amounts and the County is not guaranteeing the accuracy of these estimates.

3.4 DESIGNATED DISPOSAL FACILITY

The Wakulla County transfer station is located at 159 County Landfill Rd, in Crawfordville, Florida. Current hours of operation are 7:00am to 5:00pm, Tuesday – Saturday. The current holidays observed are Thanksgiving Day, Christmas Day, New Year's Day and a half day on Christmas Eve. Respondents may propose alternative hours of operation to meet their operational plans. The County will allow the Respondent to lease the transfer station site from the County at no or low cost.

3.5 LIQUIDATED DAMAGES AND BONDS

The negotiated contract will require liquidated damages for noncompliance on the part of the franchisee. A performance bond will also be required.

3.6 COMMUNITY OUTREACH AND CUSTOMER SERVICE

The successful Respondent shall provide public outreach and education within the County to promote the responsible disposal of waste and encourage recycling among other relevant outreach and educational activities. The successful Respondent must provide a toll-free telephone number for service calls and this number must be staffed from 8:00 a.m. to 5:00 p.m., Monday through Saturday and a local number staffed for service calls from 8:00 a.m. to 5:00 p.m., Monday through Friday. An emergency number must also be available at all times when the regular service numbers are not staffed.

Successful Respondent will be required to maintain a computer-based complaint log that shall be reported quarterly to the County.

Successful Respondent will be required to maintain a local office that will be staffed during normal business hours.

3.7 LITTER CONTROL:

Litter control along road rights-of-way within the franchise area associated with normal business operations (such as garbage, recyclables, yard trash, bulk waste etc.) will be deemed the responsibility of the franchisee and must be removed within 24 hours.

3.8 WORKING TIMES

Services times shall not begin before 7 a.m. and shall not extend past 7 p.m. in residential areas. Services times shall not begin before 4 a.m. and shall not extend past 7 p.m. in non-residential areas. Collection shall be allowed Monday through Saturday.

3.9 RATE ADJUSTMENT FACTORS

- Annual Rate Adjustments & Indexing
The Customer Rates and the Commercial Rates may be adjusted on October 1st of each year beginning in the second year of the Contract as described below:
The Consumer Price Index (CPI) shall be calculated using the Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending June 30th preceding each new Contract Year. The Successful Respondent must notify the County no later than June 1 of its intent to adjust the rates for the next October 1.
- Extraordinary Rate Adjustment including fuel adjustments.

The successful Respondent may petition the Board of County Commissioners at any time for an additional rate adjustment on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Agreement Administrator, to support the need for the rate adjustment. The commission may request from the Successful Respondent, and the Successful Respondent shall provide, all information as may be reasonably necessary in making its determination. The commission may approve or deny the request, in whole or in part, after receipt of the request and all supporting information. It should be noted that because the residential accounts will be collected on the tax bill in accordance with Section 197.3632, Florida Statutes, any adjustments requested to the residential rates can only be accommodated once per year by June 1 to go into effect on the following October 1.

- **Emergency Situations**

In the event excessive amounts of debris have accumulated by reason of any hurricane, tropical storm, freeze, natural or manmade disaster, severe disturbance, riot or other calamity, said debris shall not be included as part of the exclusive franchise. Should the county wish to utilize the Successful Respondent to perform such work, the Board of County Commissioners may direct the Respondent to perform such work and shall take into account the Respondent's primary collection obligations and the availability of equipment. However, nothing herein shall require county to utilize the services of the Successful Respondent, or to prevent the county from contracting with other parties to perform all or a portion of such work. The county reserves the right to utilize county personnel and equipment in the removal of disaster debris of any kind.

In the event of a hurricane, tornado, major storm, other natural or man-made disaster, the county may grant the Successful Respondent a variance from regular routes and schedules. As soon as practicable after such a disaster, the Respondent shall advise the county when it is anticipated that normal collections and routes can be resumed. The county shall make every effort through the local news media to inform the public when regular services can resume.

Table 1
Summary of Collection Services to be provided by Respondent

Service	Service Summary
Residential Solid Waste Collection (curbside)	Once a week manual collection. Containers will be provided by Respondent and should be 96 or 65 gallon roll-out per County's preference.

Non-Residential Solid Waste Collection	Collection and disposal of solid waste and recyclables from all non-residential entities. This may include cart collection for small commercial accounts. Free collection and disposal services for all County-owned facilities.
Recyclable Material Collection (curbside)	<p>Weekly manual collection for residential and non-residential (if non-residential collection is included in the franchise) – dual stream as below:</p> <ol style="list-style-type: none"> 1. Fiber stream which consists of: Newspaper; Paper; Magazines/catalogs; Telephone books; Pasteboard; Brown paper grocery bags; and Corrugated cardboard 2. Commingled container stream which consists of: Glass bottles and jars (clear, green, brown); Plastic#1 - #5; and Aluminum and Steel cans. <p>Contractor to provide containers up to 96 gallon based on customer requirements.</p> <p>Free collection for all County-owned facilities.</p>
Bulk Waste Collection (curbside)	Quarterly and On-call Collection. With the exception of individual items of Household Furniture or White Goods, Bulk Waste Residential Collection Service is limited to two (2) cubic yards per pick up per Dwelling Unit per Quarter. For On-Call Service, customers shall notify the Franchisee of the need for Bulk Waste Collection Service. Collection shall occur within three (3) business days of the customer request.
White Goods and Electronics Collection (curbside)	On-call Collection. Unlimited amount per collection. Customers shall notify the Franchisee of the need for White Goods/ Electronics Collection Service. Collection shall occur within two (2) business days of the customer request.
Mandatory Side Door Collection	Side Door Collection available to disabled residents. Includes collection of all materials listed above: solid waste, recyclable materials bulk items and white goods. Service provided at no additional cost to resident.
Optional Side Door Collection (Entire neighborhoods and individual residences)	Side Door Collection available to entire neighborhoods for residents in deed restricted communities or for individual homes desiring service. Includes collection of: solid waste and recyclable materials. Bulk items and white goods shall be collected adjacent to the roadway. Service provided at base collection cost plus additional cost to resident.
Transfer Station	Provide all necessary equipment and improvements to the County transfer station to support Respondent's operational plan. Operate and staff transfer station accordingly. At a minimum, the transfer station must be able to accept C&D, non-residential waste (in the event the county does not franchise the collection of the non-residential waste stream), and the waste stream from the City of Sopchoppy (in the event the City does not elect to participate in

	the collection program).
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ATTACHMENT 1 – Bid Form 1**Franchise Area – Unincorporated Area Only/Residential and Non-Residential**

Service Choice	Residential Service	Cost Per Year	
		64 Gal	96 Gal
1	1 Garbage & 1 Recycle weekly. White goods / Bulk Items on demand quarterly. Includes mandatory side door pick-up for handicapped. Includes Respondent providing the designated size solid waste roll-off container for each dwelling unit and an appropriate recycling container for each dwelling unit.		
	Residential Ancillary Cost May be requested by customer – cost specified shall reflect add-on cost to Option 1 above		
A-1	Side Door Collection: garbage – recycle – Non-handicap		
A-2	Additional standard roll-out container (if requested) Cost should reflect additional fee per container		
A-3	Bear resistant container(s) (if requested) Cost should reflect additional fee per container.		
	Special Services for Residential and Non-Residential	Charge	
	On-Call Bulk Waste Pick-Up		Per c.y. per pick-up
	Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery)		Per cart
	Residential call back for collection as a result of customer error		Per Pick-up
	Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery		Per cart
	Key Charge (allowed when container access requires driver to remove lock to empty container)		Per container per month
	Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it when empty)		Per container per month
	Gate Service Charge (allowed when collection requires passing through a gate in order to access a container)		Per container per month
	Other:		
	Other:		
	Other:		

Service Choice	Non-Residential Service	Cost Per Pick-up	
3 c.y. bin			
5 c.y. bin			
7 c.y. bin			
12 c.y. bin			
20 c.y. bin			
30 c.y. bin			
40 c.y. bin			
___ c.y. bin			
___ c.y. bin			
___ c.y. bin			
___ c.y. bin			

Company

Address

Telephone Number

Representative Signature

ATTACHMENT 2 – Bid Form 2

Franchise Area – Unincorporated Area plus the City of Sopchoppy/ Residential and Non-Residential

Service Choice	Residential Service	Cost Per Year	
		64 Gal	96 Gal
1	1 Garbage & 1 Recycle weekly. 1 White goods / Bulk Items on demand quarterly. Includes mandatory side door pick-up for handicapped. Includes Respondent providing the designated size solid waste roll-off container for each dwelling unit and an appropriate recycling container for each dwelling unit.		
	Residential Ancillary Cost May be requested by customer – cost specified shall reflect add-on cost to Option 1 above		
A-1	Side Door Collection: garbage – recycle – Non-handicap		
A-2	Additional standard roll-out container (if requested) Cost should reflect additional fee per container		
A-3	Bear resistant container(s) (if requested) Cost should reflect additional fee per container.		
	Special Services for Residential and Non-Residential	Charge	
	On-Call Bulk Waste Pick-Up		Per c.y. per pick-up
	Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery)		Per cart
	Residential call back for collection as a result of customer error		Per Pick-up
	Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery		Per cart
	Key Charge (allowed when container access requires driver to remove lock to empty container)		Per container per month
	Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it when empty)		Per container per month
	Gate Service Charge (allowed when collection requires passing through a gate in order to access a container)		Per container per month
	Other:		
	Other:		
	Other:		

Service Choice	Non-Residential Service	Cost Per Pick-up	
3 c.y. bin			
5 c.y. bin			
7 c.y. bin			
12 c.y. bin			
20 c.y. bin			
30 c.y. bin			
40 c.y. bin			
___ c.y. bin			
___ c.y. bin			
___ c.y. bin			
___ c.y. bin			

Company

Address

Telephone Number

Representative

Signature

ATTACHMENT 3 – Bid Form 3**Franchise Area – Unincorporated Area Only /Residential Only**

Service Choice	Residential Service	Cost Per Year	
		64 Gal	96 Gal
1	1 Garbage & 1 Recycle weekly. White goods / Bulk Items on demand quarterly. Includes mandatory side door pick-up for handicapped. Includes Respondent providing the designated size solid waste roll-off container for each dwelling unit and an appropriate recycling container for each dwelling unit.		
	Residential Ancillary Cost May be requested by customer – cost specified shall reflect add-on cost to Option 1 above		
A-1	Side Door Collection: garbage – recycle – Non-handicap		
A-2	Additional standard roll-out container (if requested) Cost should reflect additional fee per container		
A-3	Bear resistant container(s) (if requested) Cost should reflect additional fee per container.		
	Special Services for Residential and Non-Residential	Charge	
	On-Call Bulk Waste Pick-Up		Per c.y. per pick-up
	Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery)		Per cart
	Residential call back for collection as a result of customer error		Per Pick-up
	Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery		Per cart
	Key Charge (allowed when container access requires driver to remove lock to empty container)		Per container per month
	Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it when empty)		Per container per month
	Gate Service Charge (allowed when collection requires passing through a gate in order to access a container)		Per container per month
	Other:		
	Other:		
	Other:		

Company

Address

Telephone Number

Representative

Signature

ATTACHMENT 4 – Bid Form 4**Franchise Area – Unincorporated Area plus City of Sopchoppy/Residential Only**

Service Choice	Residential Service	Cost Per Year	
		64 Gal	96 Gal
1	1 Garbage & 1 Recycle weekly. White goods / Bulk Items on demand quarterly. Includes mandatory side door pick-up for handicapped. Includes Respondent providing the designated size solid waste roll-off container for each dwelling unit and an appropriate recycling container for each dwelling unit.		
	Residential Ancillary Cost May be requested by customer – cost specified shall reflect add-on cost to Option 1 above		
A-1	Side Door Collection: garbage – recycle – Non-handicap		
A-2	Additional standard roll-out container (if requested) Cost should reflect additional fee per container		
A-3	Bear resistant container(s) (if requested) Cost should reflect additional fee per container.		
	Special Services for Residential and Non-Residential	Charge	
	On-Call Bulk Waste Pick-Up		Per c.y. per pick-up
	Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery)		Per cart
	Residential call back for collection as a result of customer error		Per Pick-up
	Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery		Per cart
	Key Charge (allowed when container access requires driver to remove lock to empty container)		Per container per month
	Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it when empty)		Per container per month
	Gate Service Charge (allowed when collection requires passing through a gate in order to access a container)		Per container per month
	Other:		
	Other:		
	Other:		

Company

Address

Telephone Number

Representative Signature

Attachment 5

LOCAL PREFERENCE IN PURCHASING (AND CONTRACTING)

(A) Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

(1) A respondent which has a principal office located within Wakulla County and which satisfies the definition of a “Local Business” as set forth in paragraph (B)(1) this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable. For those projects estimated to be less than \$200,000.00, a respondent which has a principal office located within Wakulla County and which satisfies the definition of a “Local Business” as set forth in paragraph B.1 of this section shall be given a preference in the amount of ten percent (10%) of the bid price or ten percent (10%) of the total points available, which is applicable.

(2) If no Local Business as defined in paragraph (B)(1) of this section is competing on a project, respondents which satisfy the definition of a “Local Business” as set forth in paragraph (B)(2) of this section shall be given a preference in the amount of four percent (4%) of the bid price or four percent (4%) of the total points available, whichever is applicable.

(3) If no Local Business as defined in paragraphs (B)(1) or (B)(2) of this section are competing on a project, respondents which satisfy the definition of a “Local Business” as set forth in paragraph (B)(3) of this section shall be given a preference in the amount of three percent (3%) of the bid price or three percent (3%) of the total points available, whichever is applicable.

(B) “Local Business” means, for the purposes of this section:

(1) A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or

(2) A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2)

part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County.

(3) A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

(D) The preference of 3%, 4%, or 5% (or 10% for those projects less than \$200,000.00 as governed by subsection a.1) in an invitation to bid or other procurement not using points-based evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3%, 4%, or 5% (or 10% for those projects less than \$200,000.00 as governed by subsection a.1.) of the total points available in a request for proposals or other procurement using points-based evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

Attachment 6

LOCAL BUSINESS QUALIFICATION STATEMENT

I, the undersigned do hereby certify that _____
(Company name) qualifies as a local business based on the language and conditions present in Paragraph (B) of Appendix A of the Invitation to Bid/Request for Proposal documents. This business qualifies based on the criteria set forth in (check one):

1. Paragraph (B)(1) _____. Please attach a copy of local business tax receipt.
2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).
3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____

Date: _____

Attachment 7
RESPONSE FORM

RESPONSE TO: Request for Proposal #2011-18
Solid Waste Services
WAKULLA COUNTY PURCHASING DEPARTMENT
3093 Crawfordville Highway
CRAWFORDVILLE, FLORIDA 32327

I acknowledge receipt of Addenda No(s)

1. _____ 3. _____
2. _____ 4. _____

I have included:

*Bid Form #1 _____
*Bid Form #2 _____
*Bid Form #3 _____
*Bid Form #4 _____
*Local Preference Statement _____
*Local Business Qualification Statement _____
*Response Form _____
*Non-Collusion Affidavit _____
*Conflict of Interest Disclosure Statement _____
*Drug Free Workplace _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____

Telephone: _____

Fax: _____

Date: _____

By signing and submitting this Proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

Attachment 8
NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

_____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____

of the firm of _____

in response to the Notice for Calling for Proposal for:

(add services to be performed] and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Wakulla BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF: _____

BOCC OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this _____ day of _____ 20
_____.

NOTARY PUBLIC

My Commission Expires: _____

Attachment 9

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Name of a County Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

Attachment 10

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

Attachment 11

ETHICS STATEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

Date

Attachment 12

RESIDENTIAL [AND NON-RESIDENTIAL] SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

This AGREEMENT is made as of this ___ day of ___, 2011, by and between Wakulla County, Florida (the "COUNTY"), a political subdivision of the State of Florida, and _____, (hereinafter referred to as "FRANCHISEE"), a corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and authorized to do business in the State of Florida.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the parties do agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

"Acceptable Waste" shall mean Solid Waste, including garbage, rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Contract Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable Waste also includes Bulk Waste, Recyclable Materials,

White Goods and E-Waste. Acceptable Waste shall not include regulated Hazardous Waste, Medical Waste, Biomedical Waste, Biological Waste, and Infectious Waste.

"Agreement" shall mean this Agreement including all attachments and amendments thereto.

"Biomedical Waste" means any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which 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.

"Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

"Board" shall mean the Board of County Commissioners of Wakulla County, Florida, which is the governing body of the COUNTY.

"Bulk Waste" shall mean non-vegetative items whose large size or weight precludes or complicates normal handling or collection. Examples would be typical household furniture, wood, wood fencing and decking.

"Bulk Waste Residential Collection Service" means the Bulk Waste collection services provided to persons occupying Dwelling Units within the designated Franchise Area, including Dwelling Units located in mobile home parks who receive Collection services at curbside.

"Collection" means the process whereby Solid Waste, Bulk Waste, Recyclable Materials, E-Waste, or White Goods are removed and transported to a Designated Facility.

"Commercial Business Establishment" means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall include, but not be limited to, all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public.

"Compactor" means any container that has compaction mechanism(s) whether stationary or mobile, all inclusive.

"Construction and Demolition Debris (C&D)" means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing 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, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris.

"Contract Manager" means the COUNTY's Contract Manager or such other person as designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

"Contract Year" means the time from October 1, 2011 through September 30, 2012, and each year thereafter.

"**COUNTY**" shall mean Wakulla County, Florida, acting by and through its Board of County Commissioners.

"**CPI**" as used herein shall be the revised Consumer Price Index for All Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"**Curbside**" means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the FRANCHISEE's personnel in a rapid manner with walking or reaching minimized.

"**Curbside Residential Solid Waste Collection Service**" means the Solid Waste Collection services provided to persons occupying Single-Family Dwelling Units or Multi-Family Dwelling Units within the designated Franchise Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.

"**Designated Facility**" means either the Wakulla County transfer station, located at _____ in _____, Florida, or such other facility approved by the COUNTY. Current hours of operation of the Wakulla County transfer station are 7:00 a.m. to 5:00 p.m., Tuesday through Saturday. The current holidays observed include Thanksgiving Day, Christmas Day, New Year's Day, and a half day on Christmas Eve.

"Disposal" means the discharge, deposit, injection, dumping, spilling, leaking or placing of any Solid Waste or Hazardous Waste into or upon any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.

"Dwelling Unit" shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments, and mobile homes.

"Effective Date" means the date this Agreement becomes effective when executed by the parties.

"Electronics (E-Scrap)" means televisions and computers (including monitors). Smaller electronics may be placed in a household garbage container.

"Excluded Waste" shall mean any and all debris and waste products generated by land clearing, construction, demolition or alteration and hauled away by the respective contractor, public works type construction projects whether performed by a governmental unit or by a contractor, materials deemed by the Contract Manager to be hazardous waste and items not allowed at the COUNTY landfill or other approved landfill. Yard Waste produced by landscape maintenance contractors which is required to be hauled by same, is also considered excluded waste.

"Franchise Area" means the entire area of the COUNTY, excluding the municipal area of the City of St. Marks, as exclusively assigned to a FRANCHISEE for the purpose of residential [and non-residential] Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials Collection. The Franchise Area may include the municipal area of the City of Sopchoppy at the City's discretion.

“FRANCHISEE” means the company identified in the first paragraph of this Agreement.

“Garbage” means every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, decay, dealing in, or storage of, meats, fish, fowl, birds, fruit or vegetables, or other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

"Hazardous Waste" means 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 shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the Disposal of waste in Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

"Household Furniture" means all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

"Infectious Waste" means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

"Multi-Family Dwelling Unit" shall mean Dwelling Units containing four (4) or more individual Dwelling Units under one common roof. For purposes of this contract, any multi-family unit or any apartment or townhouse development or complex approved to utilize dumpster services, as opposed to Solid Waste carts, shall not be governed by the terms of this Agreement.

"Performance Bond" shall mean the form of security approved by the COUNTY and furnished by the FRANCHISEE, as a guarantee that the FRANCHISEE will execute the work in accordance with the terms of the Franchise and will pay all lawful claims.

"Recyclable Materials" means 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.

"Recycling Cart" means a wheeled container intended for automated collection of recyclable materials, which is a type approved by the COUNTY and has a capacity of at least ____-gallons with an attached, tight-fitting lid.

"Recycling Facility" means a facility at which Recyclable Materials are delivered for processing, or other facility designated by the Wakulla County Board of County Commissioners.

"Recyclable Materials Collection Service" means the Recyclable Materials Collection services provided to persons occupying Residential Units within the designated Franchise Area. It shall include collection with dual streams, as follows:

- (1) Fiber stream which consists of: newspaper, paper, magazines/catalogs, telephone books, pasteboard, brown paper grocery bags, and corrugated cardboard;
- (2) Commingled container stream which consists of: glass bottles and jars (clear, green, brown), plastic #1-#5, and aluminum and steel cans.

“Residential Unit” shall mean one single-family dwelling unit or a multi-family dwelling unit.

“Rubbish” means every accumulation of paper, excelsior, rags, wooden and paper boxes or containers, sweepings and all other accumulations of materials, other than garbage, which are usual to household keeping and to the operation of stores, offices, and other business places, and also bottles, cans or containers.

“Single-Family Dwelling Unit” shall mean Dwelling Units, including single-family residences, or any building or structure containing fewer than five (5) individual Dwelling Units under one common roof. Recreational vehicles not located in recreational vehicle parks and mobile homes shall be considered Single-Family Dwelling Units for the purposes of this Agreement.

"Solid Waste" means Garbage, Rubbish, or other discarded material usual to housekeeping and generated solely by residents in the ordinary course of residential and non-residential occupancies, but excluding Biomedical Wastes, Hazardous Wastes, Yard Trash, and other prohibited materials.

"Solid Waste Cart" means a roll-out container intended for solid waste collection, which is a type approved by the COUNTY and has a capacity of ____ gallons with an attached, tight-fitting lid.

"White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, window air conditioners and other similar domestic large appliances.

"Yard Trash" means vegetative matter resulting from landscaping maintenance, such as Christmas trees, tree and shrub trimmings, and grass clippings.

ARTICLE 2. EXCLUSIVE FRANCHISE

2.1 FRANCHISE AREA

The Board does hereby grant FRANCHISEE the right, privilege, easement and exclusive franchise to provide Collection and Disposal service for Solid Waste, Bulk Waste, E-Waste and Recyclable Materials to all Residential Units within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the Collection of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, Yard Trash, and items for special pickup. The Franchise Area shall consist of the area included in the definition provided above.

A map of the Franchise Area is attached hereto as Appendix A”

2.2 EFFECTIVE DATE AND COMMENCEMENT DATE

This Agreement shall become effective when executed by both parties. The Service Commencement Date of service shall be October 1, 2011.

2.3 TERM

The term of this Agreement shall commence on October 1, 2011, and end on September 30, 2021. The term of this Agreement may be renewed for three (3) additional terms of three (3) years commencing at the end of the initial term by mutual agreement of both parties. In the event that the FRANCHISEE desires to renew the contract, the FRANCHISEE shall provide to COUNTY a written Notice of Intent to Renew no less than 180 days prior to contract expiration.

ARTICLE 3. COLLECTION SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE AND RECYCLABLE MATERIALS COLLECTION SERVICE

3.1.1 Frequency of Collection: The FRANCHISEE shall collect all Solid Waste and Recyclable Materials from Residential Units within the Franchise Area once per week.

3.1.2 Point of Pickup of Solid Waste and Recyclable Materials: The FRANCHISEE shall be required to pick up all Solid Waste and Recyclable Materials generated from Residential Units which have been placed in a Solid Waste or Recyclable Materials Cart and placed Curbside or at such other single Collection point as may be agreed upon by the FRANCHISEE and the customer. For purposes of automated pickup, Solid Waste and Recyclable Materials Carts shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.1.3 Method of Collection: The customer will place Solid Waste and Recyclable Materials in the appropriate Cart and place it Curbside. No Solid Waste Cart or Recyclable Materials Cart, including the Cart and its contents, shall exceed 150 pounds. The FRANCHISEE will place the empty Solid Waste and Recyclable Materials Carts Curbside.

3.2 BULK WASTE RESIDENTIAL COLLECTION SERVICE

3.2.1 Frequency of Collection: The FRANCHISEE shall collect Bulk Waste from Residential Units at least once per calendar quarter and upon request by the owner or occupant of the Residential Unit (on-call). Such collection shall be limited to Bulk Waste generated at the said Residential Unit.

For on-call service, customers shall notify the FRANCHISEE of the need for Bulk Waste Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all unreported Bulk Waste on-call

Collection routes and shall pick up such items within three (3) days whether or not scheduled by the Customer, with the exception of individual items of Household Furniture or White Goods.

3.2.2 Point of Pickup of Bulk Waste: Collection of Bulk Waste shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.2.3 Method of Collection: The customer will place Bulk Waste Curbside. Bulk Waste Collection Service is limited to two (2) cubic yards per pick up per Residential Unit. The FRANCHISEE shall collect Bulk Waste in a manner that allows separation of Bulk Waste materials into White Goods, E-Waste, and Recyclable Materials, as identified by the COUNTY, if applicable.

3.3 WHITE GOODS AND ELECTRONICS RESIDENTIAL COLLECTION SERVICE

3.3.1 Frequency of Collection: The FRANCHISEE shall collect White Goods and E-Scrap from Residential Units upon request by the owner or occupant of the Residential Unit (on-call). Such collection shall be limited to White Goods and E-Scrap generated at the said Residential Unit.

Customers shall notify the FRANCHISEE of the need for White Goods or E-Scrap Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all unreported White Goods or E-Scrap on-call Collection routes and shall pick up such items within three (3) days whether or not scheduled by the Customer.

3.3.2 Point of Pickup of Bulk Waste: Collection of White Goods and E-Scrap shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.3.3 Method of Collection: The customer will place White Goods and E-Scrap Curbside. White Goods and Bulk Waste Collection Service shall be unlimited in amount. The FRANCHISEE shall collect White Goods and E-Scrap in a manner that allows separation of White Goods and E-Scrap.

3.4 MANDATORY SIDE DOOR COLLECTION SERVICE

3.4.1 Mandatory Collection Service: FRANCHISEE shall provide side door collection service to qualified disabled residents. Side door collection shall include collection of Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Side Door Collection service shall be provided to qualified disabled residents at no additional cost. Application for such service shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY. Any residents seeking this service must demonstrate that he or she has one of the disabilities listed in section 320.0848(1)(b), Florida Statutes, and certifying that no able-bodied person over the age of eighteen (18) resides in the household.

3.4.2 Frequency of Mandatory Side Door Collection: Solid Waste and Recyclable Materials shall be collected by the FRANCHISEE once per week. Bulk Waste shall be collected by the FRANCHISEE at least once per calendar quarter or upon the request of the qualified disabled resident (on-call). White Goods and E-Scrap shall be collected by the FRANCHISEE upon the request of the qualified disabled resident (on-call). If a qualified disabled resident

makes an on-call collection request for Bulk Waste, White Goods, or E-Scrap, FRANCHISEE shall collect such waste within three (3) days.

3.4.3 Point of Pickup: The FRANCHISEE shall provide this service at the rear or side of the Residential Unit of a qualified disabled resident.

3.5 NON-RESIDENTIAL COLLECTION SERVICES [OPTIONAL AT COUNTY'S DISCRETION]

3.5.1 Frequency of Collection: FRANCHISEE shall provide Collection and Disposal services of Solid Waste and Recyclable Materials from all non-residential entities at least once per week.

3.5.2 Carts and other Collection Receptacles: This collection may include Cart Collection for small commercial accounts and/or dumpster Collection for large non-residential accounts. FRANCHISEE may require the non-residential customer to use locking bins as necessary to prevent unauthorized deposits of waste materials. FRANCHISEE shall assist non-residential customers in selecting the appropriate level of service and receptacles for Solid Waste Collection Services and Services for other waste materials.

3.5.3 Point of Pickup for Non-Residential Collection Services: FRANCHISEE shall collect non-residential waste materials either Curbside if Cart Collection is provided or at the dumpster if dumpster Collection is provided.

3.5.4 Method of Collection: The non-residential customer shall place Carts at the curb or other receptacles at such location as will provide ready accessibility to the FRANCHISEE's collection vehicle and crew. Customers shall ensure that receptacles provided by FRANCHISEE are accessible on the scheduled collection days.

3.5.5. Rates and Billing: FRANCHISEE shall be responsible for billing each non-residential customer at the rates established in Appendix B.

3.6 COLLECTION AND DISPOSAL SERVICES FOR COUNTY FACILITIES

FRANCHISEE shall provide free Collection and Disposal services for all County-owned facilities. In addition, FRANCHISEE shall provide each County Facility with sufficient waste receptacles or containers for such Collection. The COUNTY shall provide FRANCHISEE with a list of facilities to which Collection services shall be provided. Such list may be updated or modified as necessary at any time upon written notice by the Contract Manager.

3.7 ADDITION OF NEW CUSTOMERS

The FRANCHISEE shall provide Collection services to new residential customers within seven (7) days of their subscription to FRANCHISEE's services.

3.8 HOURS OF COLLECTION

All residential Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday.

Non-residential Collections shall begin no earlier than 4:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday.

In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Contract Manager in a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

3.9 HOLIDAYS

The FRANCHISEE shall not provide service on the following holidays: New Years Day, Thanksgiving, Christmas Eve, and Christmas Day. If the regular Collection Day for any Collection Service falls on any of the aforementioned holidays, the FRANCHISEE shall notify all customers whose normal Collection Day falls upon that day that no collection will be provided and state notify them of the date of the next Collection Day. Notification should be definitive and timely, such as during the prior billing cycle for a specific holiday.

3.10 NON-COLLECTION NOTICE AND MISSED PICK-UPS

3.10.1 The FRANCHISEE is not required to collect Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto. If not collected, FRANCHISEE shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

3.10.2 The design and content of the non-collection notice used by the FRANCHISEE shall be subject to the approval of the Contract Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.10.3 In the event a customer pick-up is missed, materials shall be picked up by the FRANCHISEE within 24 hours of notification.

3.11 MIXING OF LOADS

3.11.1 The FRANCHISEE shall collect Solid Waste, Bulk Waste, E-Scrap and White Goods, and Recyclable Materials, separately unless allowed by written approval of the Contract

Manager, except as provided in this paragraph. White Goods and E-Scrap may be co-mingled with each other, but may not be combined with any other material. C&D materials are excluded from the Collection services provided under this Agreement, however, such materials must be accepted at a Designated Facility.

3.11.2 Any waste of any type collected pursuant to this agreement shall be disposed of at a Designated Facility.

3.12 SOLID WASTE CARTS AND RECYCLING CARTS

3.12.1 Provision of Solid Waste Carts and Recycling Carts: The FRANCHISEE, at its own expense, is responsible for providing each Single-Family Dwelling Unit with one (1) Solid Waste Cart and one (1) Recycling Cart.

3.12.2 Maintenance and Replacement of Carts: The FRANCHISEE is responsible for maintenance and repair of Solid Waste Carts and Recycling Carts. The FRANCHISEE, at its own expense, shall repair or replace damaged, destroyed or stolen Solid Waste Carts and Recycling Carts within twenty-four (24) hours of when notified by the COUNTY or customer. FRANCHISEE shall have the right to charge customers for the repair or replacement Solid Waste Carts and Recycling Carts if the repair or replacement is necessary for reasons other than normal wear and tear.

3.12.3 Additional Carts: FRANCHISEE shall provide additional Solid Waste Carts or Recycling Carts to customers upon request for an additional fee as listed on Exhibit "B."

3.12.4 Bear Resistant Carts: FRANCHISEE shall provide one bear-resistant cart in lieu of a Solid Waste Cart upon the request of the customer. Such Cart shall be provided for an additional fee as listed on Exhibit "B." Additional bear-resistant Carts may be obtained for the same additional fee.

3.12.5 Inventory of Carts: The FRANCHISEE shall maintain an adequate supply of Solid Waste Carts and Recycling Carts and parts to repair or replace such Carts in accordance with this Agreement.

3.12.6 Design and Labeling: All hot-stamp, label text and designs for Solid Waste Carts and Recycling Carts must be approved by the Contract Manager prior to ordering and use.

3.12.7 Ownership: FRANCHISEE shall retain ownership of Solid Waste Carts and Recycling Carts provided by the FRANCHISEE.

3.13 VACANT LOTS

The FRANCHISEE shall not be responsible for the Collection of Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials on vacant lots.

3.14 LITTER CONTROL

FRANCHISEE shall be responsible for performing litter control services along road rights-of-way within the Franchise Area associated with normal business operations, including but not limited to, collecting Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Such materials shall be removed by FRANCHISEE within twenty-four (24) hours of learning such litter is within the rights-of-way, either through receipt of notice or through observation.

ARTICLE 4. TITLE TO WASTE AND RECYCLABLE MATERIALS

The FRANCHISEE shall have title to all Solid Waste, Bulk Waste, White Goods, E-Waste, and Recyclable Materials at the point of and upon Collection.

ARTICLE 5. UTILIZATION OF DESIGNATED FACILITIES

All Solid Waste, Bulk Waste, White Goods, E-Scrap and Recyclable Materials collected by FRANCHISEE pursuant to this Agreement must be delivered to a Designated Facility.

In the event FRANCHISEE opts to direct haul all waste to an out-of-county landfill and by-pass the Wakulla County Landfill, FRANCHISEE shall still be required to operate the Wakulla County Landfill and the transfer station located at the Landfill so that it may accept C&D waste [and waste from the City of Sopchoppy].

FRANCHISEE shall be responsible for making any improvements necessary for continued operation of the transfer station located at the Wakulla County Landfill, which at a minimum shall include those improvements outlined in Appendix C. FRANCHISEE shall be responsible for all costs associated with such improvements.

FRANCHISEE and COUNTY shall enter into a separate agreement for the lease and operation of the transfer station premises during the period of this Agreement.

ARTICLE 6. COMMUNITY OUTREACH AND CUSTOMER SERVICE

FRANCHISEE shall provide public outreach and education within the County to promote the responsible disposal of solid waste and encourage recycling among other relevant outreach and educational activities.

The FRANCHISEE shall provide a toll-free telephone number for customer service calls to handle customer concerns and complaints. It shall be equipped with sufficient telephones, listed in the name in which it conducts business as FRANCHISEE, and shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Saturday, and a local number staffed for calls, 8:00 a.m. to 5:00 p.m., Monday through Friday. A toll-free emergency number shall also be available at all times when regular service numbers are not staffed.

The FRANCHISEE shall also provide a local office, located within Wakulla County, Florida, for handling of customer concerns and complaints. Such office shall also be the location at which new customers may subscribe for the Collection services provided for in this

Agreement. The local office shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday.

ARTICLE 7. COLLECTION ROUTES AND SCHEDULES

For residential Collection, the FRANCHISEE shall provide the Contract Manager, in a format acceptable to the Contract Manager, the schedules for all Collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the FRANCHISEE shall notify the COUNTY in writing at least thirty (30) days prior to such change, and all such changes must be approved by the COUNTY prior to being implemented by FRANCHISEE. The FRANCHISEE shall notify all affected customers in writing or other manner approved by the Contract Manager not less than thirty (30) days prior to the change.

ARTICLE 8. COLLECTION EQUIPMENT

8.1 GENERAL PROVISIONS

8.1.1 The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. All vehicles and equipment used to provide the waste Collection and Disposal services required by this agreement shall either be enclosed or open top trucks with outside walls so as to ensure that no spillage or leakage occurs upon the premises or right-of-way wherein Collection shall occur. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. Spillage that cannot be immediately and completely picked up must be reported to the Contract Manager.

8.1.2 FRANCHISEE shall have appropriately sized compactor and single axle trucks to provide Collection service on all roads within the Franchise Area. For roads which cannot accommodate large compactor trucks, FRANCHISEE shall be equipped with adequate single axle trucks not to exceed 26,000 pounds. In identifying the necessary equipment for routes within the Franchise Area, FRANCHISEE shall take into account the types of roads and the weight limits for the roads along which service will be provided.

8.1.3 Within sixty (60) days of execution of this Agreement, and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Contract Manager, a list of Collection vehicles and equipment used by the FRANCHISEE to provide services relating to this Agreement.

8.1.4 All equipment shall be kept in good repair, appearance and in a sanitary and clean condition, free of residues of waste material at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations.

8.1.5 The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

8.1.6 All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a spill kit, and an audible backup warning device as required by the Department of Transportation.

8.2 IDENTIFICATION

FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its local customer service telephone number, and (c) the number of the

vehicle. The letters and numbers shall be not less than three (3) inches in height. FRANCHISEE shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

8.3 RIGHT TO INSPECT

FRANCHISEE shall permit COUNTY staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The COUNTY reserves the right to inspect each vehicle, every day, and prior to its use in the COUNTY, provided such inspections do not inhibit, interfere or delay the FRANCHISEE's ability to perform services under this agreement.

ARTICLE 9. EMPLOYEES AND SUPERVISORS

9.1 SUPERVISORS

The FRANCHISEE shall assign a qualified person or persons to be in charge of the operations within the Franchise Area that shall be responsible to the Contract Manager and shall be accessible at reasonable times of call. The FRANCHISEE shall give the names and day and night telephone numbers of these persons to the COUNTY. The FRANCHISEE shall notify the COUNTY within twenty-four (24) hours of any supervisory staff changes. Supervisory personnel must be present to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Manager within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle, which is radio equipped.

9.2 CONDUCT OF EMPLOYEES

9.2.1 The FRANCHISEE shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

9.2.2 Any materials spilled by the FRANCHISEE or its employees shall be picked up immediately by the FRANCHISEE.

9.2.3 FRANCHISEE's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission.

9.2.4 Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the FRANCHISEE or its employees shall be repaired or replaced promptly by the FRANCHISEE at its sole expense and within a reasonable period of time as approved by the Contract Manager.

9.2.5 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

9.2.6 The FRANCHISEE shall provide operating and safety training for all personnel.

9.2.7 The FRANCHISEE's collection employees shall wear a uniform or shirt bearing the company's name.

ARTICLE 10. COMPLAINTS

FRANCHISEE shall take whatever steps may be necessary to remedy the cause of all customer complaints received by the FRANCHISEE, from the COUNTY or the customer, within twenty-four (24) hours of receipt of each complaint. The FRANCHISEE shall maintain a customer complaint log as required in Article 11 herein.

ARTICLE 11. RECORD KEEPING AND REPORTING

11.1 RECORD KEEPING

11.1.1 The FRANCHISEE shall maintain a record of all customer names, addresses,

account statuses and payment history, and a record of all complaints, requests, issues or concerns through an internet-based real time tracking system, in a format approved by the Contract Manager. The COUNTY shall have 24 hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

The FRANCHISEE records required herein shall be maintained in electronic database format utilizing Microsoft software, or in a format approved by the Contract Manager. The database shall be readily available for inspection by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request.

11.1.2 Customer Complaint Log: FRANCHISEE shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the FRANCHISEE, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The COUNTY shall have 24-hour access to this data.

11.2 REPORTING

The FRANCHISEE shall submit the Customer Complaint Log quarterly in electronic format to the Contract Manager within seven (7) Days after the end of each calendar quarter.

11.3 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

11.3.1 Collection Routes and Schedule Changes: FRANCHISEE shall electronically submit a description and color-coded map, in a format acceptable to the Contract Manager, of all routes on or before September 1, 2011. FRANCHISEE shall also electronically submit a

description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.

11.3.2 Collection Schedule Delays: FRANCHISEE shall notify the Contract Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

11.3.3 Updated Vehicle and Equipment List: FRANCHISEE shall report any changes in the fleet of vehicles and equipment in writing to the Contract Manager in the monthly report following such change.

11.3.4 Set Out Report: FRANCHISEE shall annually perform a set out count of customer participation in the residential recycling program. The set out count shall be conducted on all residential recycling routes for at least a two (2) week period according to a methodology developed by the FRANCHISEE and mutually agreed upon by the FRANCHISEE and the Contract Manager. These counts shall be performed under the direction and to the satisfaction of the Contract Manager. The FRANCHISEE shall provide the results of the set out to the Contract Manager.

11.3.5 Accidents and Property Damage: FRANCHISEE shall notify the Contract Manager of any accidents involving damage to public or private property by the FRANCHISEE's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of FRANCHISEE's becoming aware of the damage, whichever occurs first.

11.4 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

11.4.1 FRANCHISEE shall cooperate with the Contract Manager in providing

every reasonable opportunity for ascertaining whether or not the duties and responsibilities of the FRANCHISEE are being performed.

11.4.2 Trade secret information, as defined by Florida Statutes, provided by the FRANCHISEE pursuant to this Agreement shall not be made public record and shall not be disclosed by the COUNTY without FRANCHISEE's approval.

ARTICLE 12. FEES, BILLING, RATES AND PAYMENT

12.1 FEES AND BILLING

12.1.1 Residential: The County will impose an annual non-ad valorem assessment for all dwelling units in the County that receive roll-out cart service, as opposed to commercial dumpster service. The FRANCHISEE will be paid by the County for all Residential Units in twelve equal monthly payments based upon the number of Residential Units on the assessment roll certified to the Wakulla County Tax Collector for collection, and the number of new Residential Units added as interim assessments when certificates of occupancy are issued.

FRANCHISEE shall maintain adequate service records. Residents may not be charged a start-up fee or additional fees above and beyond the contracted amount which is paid through the assessment and those fees for on-call services approved under this agreement.

12.1.2. Non-residential [Optional at County's discretion]: FRANCHISEE is solely responsible for billing and collections associated with non-residential customers in the County. Billing shall be done on a quarterly basis, in advance. FRANCHISEE shall maintain auditable records, including details on the amount of waste generated and the frequency and of pick-ups, by customer. Non-residential customers may not be charged a start-up fee or additional fees above and beyond the fees approved under this agreement.

12.1.3 FRANCHISEE's fees are listed in Appendix "B," attached hereto. These fees

shall remain constant from October 1, 2011 through September 30, 2012, and may be adjusted by FRANCHISEE during the term of this Agreement pursuant to Paragraph 12.2.

12.1.3 The FRANCHISEE shall not bill customers for any additional charges above and beyond what is stated in this Agreement without prior approval from the Contract Manager.

12.2 RATE ADJUSTMENT FACTORS

12.2.1 Annual Rate Adjustments and Indexing: On October 1, 2012, and October 1 of each subsequent year of this Agreement, the fees listed in Exhibit “B” may be adjusted by the FRANCHISEE based on the Consumer Price Index (CPI) calculated using the Southern All Consumer Price Index based on the information from the Bureau of Labor Statistics Southeastern Regional Office for the twelve (12) months ending June 30th preceding each new Contract Year. The FRANCHISEE must notify the COUNTY no later than June 1 of its intent to adjust the rates to go into effect on the next October 1.

12.2.2 Extraordinary Rate Adjustments, Including Fuel Adjustments: FRANCHISEE may petition the Board of County Commissioners at any time for an additional rate adjustment on the basis of extraordinary or unusual changes in the cost of operations that could not reasonable be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Contract Manager, to support the need for the rate adjustment. The Board may request from the FRANCHISEE, and FRANCHISEE shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information. Because the residential accounts will be collected in accordance with s. 197.3632, Florida Statutes, any adjustments requested to the residential rates can only be accommodated once per year by June 1 to go into effect on the following October 1.

ARTICLE 13. FRANCHISE FEE

The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amount of eight percent (8%) of the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be equal to eight percent (8%) of the amount collected from the non ad-valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by the Wakulla County Tax Collector for transfer to the Wakulla County Board of County Commissioners. For non-residential customers, FRANCHISEE shall pay the COUNTY the eight percent (8%) Franchise Fee in monthly installments no later than the 15th day of each month.

ARTICLE 14. PERFORMANCE BOND

The FRANCHISEE will provide the COUNTY an annually renewable performance bond in the amount of _____ as a guarantee to the COUNTY of faithful performance under the terms of this Franchise. This performance bond shall be written by a company with a Class 9, A or higher financial rating as shown in Bests Key Rating Guide. Notwithstanding anything contained in this Agreement to the contrary, the liability of the principal and the surety under this bond is limited to the contract term of the Franchise. This performance bond shall cover any costs associated with securing a replacement hauler in the event of FRANCHISEE's default. Any extensions or renewals of this bond must be in writing by the principal and the surety, failure to extend or renew a bond by the principal and the surety shall constitute a default under this bond.

ARTICLE 15. INSURANCE

15.1.1 FRANCHISEE shall not commence work under this Agreement until the COUNTY's Procurement Department provides written approval of the types and limits of insurance specified in this Agreement. All insurance shall continuously remain in-force during term of Agreement.

15.1.2 The term COUNTY, as used in this section of the Agreement, is defined to mean Wakulla County, Florida, as well as any its appointed and elected officials of any type, its employees, volunteers, representatives and agents.

15.1.3 Insurance shall be issued by an insurer whose business' standard, public reputation, financial stability and claims payment-history are all satisfactory to COUNTY, for COUNTY's sole benefit only. COUNTY does not represent these types or amounts of insurance to be sufficient or adequate to protect FRANCHISEE's interests or liabilities, but are merely minimums. All of FRANCHISEE's insurance coverages shall contain both a "Primary and Non-Contributory Clause" and a "Severability of Interest Clause" where applicable, at COUNTY's sole opinion. To the extent permitted by the laws of the State of Florida, FRANCHISEE waives any rights of subrogation and recovery from or against the COUNTY. FRANCHISEE deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the COUNTY. At the option of COUNTY, FRANCHISEE shall reduce or eliminate such deductibles/self-insured retentions. FRANCHISEE shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the below specified minimum requirements.

15.1.4 In the event of failure of the FRANCHISEE to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the COUNTY shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the COUNTY, all costs for such coverage purchased by the COUNTY will be immediately re-paid by FRANCHISEE to the COUNTY.

15.2 WORKER'S COMPENSATION

15.2.1 FRANCHISEE shall purchase and shall maintain Worker's Compensation Insurance coverage for all of the State of Florida's Workers' Compensation obligations, whether FRANCHISEE is legally required to do so, either individually or corporately. Additionally, the

policy or separately obtained policy, must include Employers Liability coverage of at least **\$1,000,000** each person-accident, **\$1,000,000** each person-disease and **\$1,000,000** aggregate-disease.

15.2.2 Such insurance shall comply with the Florida Workers' Compensation Law.

15.3 COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY COVERAGES

15.3.1 FRANCHISEE shall purchase coverage on forms no more restrictive than latest editions of Commercial General Liability, and Business Automobile Liability, policies filed by the Insurance Services Office. The COUNTY shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company. Minimum limits of **\$3,000,000** per occurrence, and per accident, combined single limit of liability must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying policy's coverages, versus the total amount of coverage required.

15.3.2 Commercial General Liability coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.3 Business Auto Liability Policy coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-

owned, hired automobiles and employee non-ownership use, with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.4 Excess Liability Insurance coverage shall not be more restrictive than the underlying insurance policies' coverages. Excess Liability insurance coverage shall "drop-down" to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

15.4 CERTIFICATES OF INSURANCE

15.4.1 Required insurance coverages shall be documented by use of Certificates of Insurance, providing that COUNTY shall be notified at least 90-days in advance of any cancellation, non-renewal, adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages FRANCHISEE shall, at the option of COUNTY, have FRANCHISEE's insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the FRANCHISEE shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the FRANCHISEE shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction.

15.4.2 COUNTY shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s).

Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by COUNTY, the FRANCHISEE shall have its insurance agent or its insurance company furnish to COUNTY, one complete, signed and dated duplicate-copy of the FRANCHISEE's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies.

15.4.3 Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the COUNTY, an option of the insurer, shall be deleted or crossed out by the insurer or by the insurer's employee. The FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY, Certificates of Insurance representing the new policies prior to effective date of such cancelation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to COUNTY, the FRANCHISEE shall, upon instructions of COUNTY, cease all operations under this Agreement until directed in writing by COUNTY to resume operations.

15.4.4 Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of Insurance, shall constitute either a partial or a total satisfaction of FRANCHISEE's indemnification of COUNTY, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

15.4.5 The "Certificate Holder" address should read: Board of County Commissioners of Wakulla County, Florida, Attention: Procurement Department, 3093 Crawfordville Highway, Crawfordville, Florida 32327, with copy to all such persons or entities listed in the Notice Section of this Agreement.

15.5 INSURANCE OF THE FRANCHISEE PRIMARY

The insurance coverage required of the FRANCHISEE shall be considered primary, and all other insurance shall be considered as excess, over and above the FRANCHISEE's coverage. The FRANCHISEE's policies of coverage shall be considered primary as relates to all provisions of this Agreement. If any required insurance coverage is written with deductibles/self-insured retentions, the FRANCHISEE shall be solely, financially responsible for payments and satisfactions of such deductibles/self-insured retentions.

15.6 LOSS CONTROL AND SAFETY

The FRANCHISEE shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees in conjunction with FRANCHISEE's activities arising out of, or incurring in connection with this Agreement, as well as the manner in which any activities shall be undertaken. To that end, FRANCHISEE shall not be deemed to be an agent of the COUNTY. Precautions shall be exercised at all times by the FRANCHISEE for the protection of all persons, including its employees, and property. The FRANCHISEE shall make special efforts to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

15.7 HOLD HARMLESS

The FRANCHISEE shall indemnify and hold harmless the COUNTY, its appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with, the performance of this Agreement, whether arising solely out of the negligence of the FRANCHISEE or not. The FRANCHISEE's obligation shall not be limited by, or in any way to, any

insurance coverage or by any provision in or exclusion or omission from any insurance coverage. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.8 PAY ON BEHALF OF COUNTY

FRANCHISEE agrees to pay on behalf of COUNTY, as well as provide a legal defense for COUNTY (both of which will be done only if and when requested by COUNTY) for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered as being the COUNTY's exclusive remedy. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.9 GENERAL TERMS

15.9.1 Any type of insurance or increase of limits of liability not described above which the FRANCHISEE requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15.9.2 The carrying of the insurance described shall in no way be interpreted as relieving the FRANCHISEE of any responsibility under this contract.

15.9.3 Should the FRANCHISEE engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

15.9.4 The FRANCHISEE hereby waives all rights of subrogation against Wakulla County and its consultants and other indemnities of the FRANCHISEE under all the foregoing policies of insurance.

ARTICLE 16. ACCESS TO RECORDS

The COUNTY may audit the FRANCHISEE at any time and shall always have access to FRANCHISEE's billing records and customer lists which pertain to this franchise. The

COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost.

ARTICLE 17. LATE CHARGES AND TERMINATION OF COLLECTION SERVICE

In the event payment is not made by any non-residential customer invoiced by FRANCHISEE for services rendered by the 10th day following each billing quarter, the FRANCHISEE shall be allowed to assess a late charge. If payment is not made by the 20th day following each billing quarter, the FRANCHISEE may discontinue Collection service until such time as all payments are made and arrearages brought up to date. FRANCHISEE shall supply COUNTY with its cut-off list each quarter.

ARTICLE 18. INFECTIOUS WASTE HAZARDOUS WASTE, BIOMEDICAL WASTE, BIOLOGICAL WASTE, AND YARD TRASH

The FRANCHISEE shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste, or Yard Trash, but may offer such service in the service area. All Collection and Disposal for those types of wastes identified in this Article, when done by the FRANCHISEE, shall be in strict compliance with all Federal, State and Local laws and regulations.

The FRANCHISEE shall refuse to collect Solid Waste from a customer if the FRANCHISEE believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste, or Yard Trash for Collection.

ARTICLE 19. MODIFICATIONS

19.1 MODIFICATIONS TO LEVEL OF SERVICE

The COUNTY, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply with

changes in laws and regulations. The COUNTY and the FRANCHISEE agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation, and shall reduce same to writing and shall execute same as amendments to this Agreement.

19.2 MODIFICATIONS TO SCOPE OF SERVICE

19.2.1 The COUNTY and FRANCHISEE agree to negotiate an amendment to this agreement should the COUNTY determine, at its sole discretion, that the scope of the Agreement should include Collection not originally included in the Scope of Services of this Agreement. The COUNTY and FRANCHISEE agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the franchise.

19.2.2 The COUNTY reserves the right to negotiate with the FRANCHISEE to amend this Agreement as may be necessary to achieve the State's seventy-five percent (75%) recycling goal.

19.2.3 During the term of this Agreement, the COUNTY may wish to conduct pilot studies. The FRANCHISEE shall cooperate with the COUNTY in conducting such pilot studies. If such pilot studies have cost implications, the FRANCHISEE shall enter into good faith negotiations with the COUNTY for additional services provided by the FRANCHISEE to carry out pilot studies and compensation for same.

ARTICLE 20. COOPERATION/COORDINATION

The COUNTY and its Contract Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the FRANCHISEE. The FRANCHISEE shall cooperate with the Contract Manager of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this

Agreement. The FRANCHISEE shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for FRANCHISEE.

ARTICLE 21. STORMS, DISASTERS AND OTHER CALAMITIES

In the event excessive amounts of debris have accumulated due to any hurricane or other storm event, natural or manmade disaster, severe disturbance, riot, or other calamity, said debris shall not be included as part of the exclusive franchise with FRANCHISEE. Should the COUNTY wish to utilize the FRANCHISEE to assist in performing debris collection, the Board may direct FRANCHISEE to perform such work, taking into account the FRANCHISEE's primary collection obligations and availability of equipment. Nothing herein shall require COUNTY to utilize FRANCHISEE or prevent the COUNTY from contracting with other parties to perform all or a portion of such work. In the event the COUNTY desires that FRANCHISEE aid the COUNTY's storm cleanup contractor, FRANCHISEE's cleanup activities shall be by way of a written contract specific to that event. Rates, costs and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Contract Manager.

In case of a storm or other event discussed in this section, the Contract Manager may grant the FRANCHISEE reasonable variance from regular schedules and routes. As soon as practicable after such storm, the FRANCHISEE shall advise the Contract Manager and the customers of the estimated time required before regular schedules and routes can be resumed.

ARTICLE 22. LIQUIDATED DAMAGES

22.1 Any customer complaint will be resolved to the COUNTY's satisfaction within twenty-four (24) hours from the time the FRANCHISEE is notified or it will become a legitimate

complaint. If not resolved within twenty-four (24) hours, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;
- (b) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;
- (c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;
- (d) Failure to clean up leaking vehicle fluids from the FRANCHISEE's vehicles on roads or sides of roads;
- (e) Failure to maintain equipment in a clean condition; and
- (f) Failure to collect and transport all Solid Waste, Bulk Waste, Recyclable Material, Yard Waste, White Goods, and Electronic Waste collected and transported to Wakulla County's Landfill for disposal: \$10,000.00 per event, plus twice the tipping fee per ton of waste diverted, due within 14 business days of notification; Each additional day: \$100.00 + 10% of Outstanding Fee.

22.2 Complaint-related telephone calls received by the COUNTY in excess of twenty-five (25) per week may result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 22.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

22.3 In the event the FRANCHISEE wishes to contest such assessment(s), the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing

an opportunity to be heard by the County Administrator. In the event the FRANCHISEE wishes to contest the County Administrator's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Contract Manager shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE's claims and the decision of the Board will be final.

ARTICLE 23. DEFAULT AND DISPUTE OF THE AGREEMENT

The COUNTY may terminate this Agreement, except as otherwise provided below in this paragraph, by giving FRANCHISEE fifteen (15) days, advance written notice, upon the happening of anyone of the following events:

- (a) If more than \$7,500 in liquidated damages have been assessed within the same calendar year; or,
- (b) The FRANCHISEE takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all of its property; or,
- (c) By order or decree of a court, the FRANCHISEE shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the FRANCHISEE seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgment is stayed or

vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

- (d) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the FRANCHISEE and such possession or control shall continue in effect for a period of sixty (60) days; or, (e) The FRANCHISEE shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the FRANCHISEE in writing of the breach. If within a period of fifteen (15) days the FRANCHISEE has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board. After these fifteen (15) days the COUNTY can cause the FRANCHISEE to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

ARTICLE 24. FORCE MAJEURE

24.1 INABILITY TO PERFORM

Except for any payment obligation by either party, if the COUNTY or FRANCHISEE is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the COUNTY or FRANCHISEE to correct the adverse effect of such event of force majeure.

24.2 EVENTS OF FORCE MAJEURE

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

- (a) Strikes and work stoppages unless caused by a negligent act or omission of FRANCHISEE or its agents or assignments;
- (b) Acts of God, tornado, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of FRANCHISEE, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
- (c) Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and,
- (d) Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement.
- (e) Economic hardship of the FRANCHISEE shall not be considered an event of force majeure.

24.3 WRITTEN NOTIFICATION

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this paragraph, time is of the essence.

ARTICLE 25. OTHER TERMS AND CONDITIONS

25.1 ASSIGNMENT OF FRANCHISE RIGHTS

FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Agreement without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty percent (50%) of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of this Agreement by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to FRANCHISEE. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

25.2 INDEPENDENT CONTRACTOR

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 between the parties hereto, or as constituting the FRANCHISEE as the agent, representative or employee of the COUNTY for any purpose whatsoever. The FRANCHISEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The FRANCHISEE shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

25.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS

25.3.1 The FRANCHISEE shall comply with all applicable local, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

25.3.2 The FRANCHISEE is required and hereby agrees by execution of this FRANCHISEE to pay all employees not less than the Federal minimum wage and to abide by

other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

25.4 LAW TO GOVERN, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Wakulla County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in Wakulla County, Florida.

25.5 PERMITS AND LICENSES

The FRANCHISEE shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

25.6 NON-DISCRIMINATION PROVISIONS

FRANCHISEE shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said FRANCHISEE's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, FRANCHISEE shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

FRANCHISEE warrants that it is qualified to enter into this contract in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes. FRANCHISEE shall exercise reasonable efforts to use local resources including local

subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

25.7 ILLEGAL PROVISIONS

In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

25.8 MODIFICATION

The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.

25.9 REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, no remedy herein conferred upon any party 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 or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

25.10 HEADINGS

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

25.11 NOTICES

All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to COUNTY:

Contract Manager
3093 Crawfordville Highway
Crawfordville, Florida 32327

With copies to:

County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

And

Wakulla County Attorney
3093 Crawfordville Highway
Crawfordville, Florida 32327

And:

If to FRANCHISEE:

With a copy to: _____

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

25.12 CONTRACT PARITY

In the event other Solid Waste Franchise agreements entered into by the COUNTY, during the term of this agreement, provide others with more favorable contract terms than

represented in this agreement, COUNTY agrees to amend this agreement to reflect similar terms and/or conditions if substantially similar circumstances exist for both this FRANCHISEE and the franchisee which is party to the other said agreement.

25.13 DISPLACEMENT OF SOLID WASTE HAULERS

Upon execution of this Agreement by both parties, FRANCHISEE shall pay each displaced solid waste hauler an amount equal to the company's preceding 15 months' gross receipts, in accordance with section 403.70605, Florida Statutes. Currently there are ____ solid waste haulers who may be displaced as a result of this Agreement. It is estimated that 15 months' gross receipts for these haulers would be approximately \$_____. It is FRANCHISEE's obligation to work with the haulers to determine the accuracy of these estimates.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

WAKULLA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk or Deputy Clerk

FRANCHISEE:

By: _____

WITNESSES:

APPENDIX A SERVICE AREA

APPENDIX B
COLLECTION FEES EFFECTIVE OCTOBER 1, 2011

APPENDIX C TRANSFER STATION IMPROVEMENTS