

CONTRACT SUMMARY INFORMATION

SUMMARY: Solid Waste and Recycling Collection Franchise Agreement
– Service Area 4

Purchase is made in accordance with the Terms and Conditions of Lee
County Solicitation Number RFP220049BJB.

Solicitation No.: RFP220049BJB

Project Title: Solid Waste and Recycling Collection Franchise Agreement – Service
Area 4

Service Start Date: October 1, 2022

Service Expiration Date: September 30, 2029

Board Date: June 7, 2022

Agenda Item: 28

Term: One (1) Seven (7) Year Term

Renewal Options: One (1) Three (3) Year Renewal Term

Address Book (E1) No.: 326466

Contract # **9490**

Awarded Vendor: Waste Pro of Florida, Inc.

Contact Person: Bill Jones

Phone No.: 239-337-0800

Email Address: bjones@wasteprousa.com

Notes: Please see next page.

1. GENERAL REQUIREMENTS

The Contractor shall provide mandatory Curbside Residential Collection Services, Multifamily Solid Waste Collection Service and Multifamily Recycling Collection Service in the Service Area in accordance with Solicitation RFP220049BJB and Federal Appendix II clauses. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor. An unlimited quantity of materials may be placed out for Collection under the Curbside Residential Collection Services programs. The County or its designee will be responsible for the billing and collection of payments for the mandatory Curbside Residential Collection Service.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services, Multifamily Solid Waste Collection Service and commercial and Multifamily disposal costs not being billed and collected by the County or its designee.

Roll-off and Compactor Solid Waste Collection Services shall be granted to the Contractor for existing and new commercial accounts. The Contractor does not have an exclusive right for the Collection of Construction and Demolition Debris from new construction, building modifications, renovations, remodeling, re-roofing, or demolition materials from buildings where the building structure itself is being partially or totally demolished.

No other person or entity except the Contractor may offer or provide Curbside Residential Collection Service, Multifamily Solid Waste Collection Service, Multifamily Recycling Collection Service, or Commercial Collection Service other than Commercial Recycling Collection Service, commercial Vegetative Waste collection and collection of Construction and Demolition Debris in the Service Area. The County agrees to assist the Contractor in taking timely action against any entity violating the provisions of this Section 3.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the County, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area. The Contractor shall use good faith and its best efforts to cooperate with any commercial Recycling haulers providing Recycling services to customers in the Service Area. If the customer requests, the Contractor shall provide additional residential Collection services for Collection of Solid Waste such as collecting from a dwelling's side door, collecting Solid Waste twice a week, collecting unbundled Vegetative Waste, rolling commercial Containers out of storage areas, opening doors or gates for access, etc. The specific arrangements for these additional Collection services are to be determined between the customer and the Contractor and charges for these services shall be in accordance with Exhibit II. These services shall be billed directly to the customer by the Contractor.

In the event that an additional Collection service request is not listed, such charges shall then be established by the Contractor. In the event that the customer disagrees with the Contractor's cost, the Department shall review the cost and determine if it is reasonable. The Department may adjust the cost for any such additional service to an amount that it determines is reasonable and appropriate.

Residential customers where all residents residing at the home are identified as physically

handicapped or disabled (a customer disabled through age alone will not qualify) shall be provided side door service for the collection of Solid Wastes and Recyclables at no extra charge upon the written approval of the Department.