

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

LEE COUNTY

and

Service Area Number 4

Lee County Contract No.

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**SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

This Agreement is hereby made and entered into this 17th day of JUNE, 2022,

between LEE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, and Waste Pro of Florida, Inc. (the "Contractor"), a Florida corporation, having its principal place of business and address in Florida and authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Lee County; and;

WHEREAS, the County issued a Request for Proposals ("RFP") on for solid waste collection franchise between the County and private companies; and,

WHEREAS, the Contractor, in response to the RFP, submitted qualifications evidencing its experience and interest in being selected to perform such services and a proposal for operating the solid waste collection franchise; and,

WHEREAS, the County has selected the Contractor, pursuant to its RFP and the Contractor's response thereto in reliance on the skill, expertise, and past successful experience in operating solid waste and recycling collection services, to operate the solid waste collection franchise, in accordance with the terms, conditions, and provisions of this Agreement; and,

WHEREAS, "Guarantor" has executed the Guarantee set forth in Exhibit I guaranteeing the Contractor's performance of its obligations under the Agreement; and,

WHEREAS, the County desires to franchise the services of the Contractor for the operation of the solid waste and recycling collection franchise and the Contractor desires to perform such services as provided herein.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and the terms and conditions hereinafter set forth, the Contractor and the County do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning on the date first stated above, and unless sooner terminated, this Agreement shall terminate on the seventh (7th) anniversary of the Start of Service unless extended under the terms of this Agreement. The Contractor hereby agrees that the County, upon the written mutual approval of both Parties, may elect to extend the Term of this Agreement for one additional three-year extension with conditions and pricing that are in effect at the time of such Term extension, to continue until termination of this Agreement.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law.

Agreement shall mean this franchise agreement.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste 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.

Board shall mean the Board of County Commissions of Lee County, Florida.

Bulk Waste shall mean any non-vegetative (except Christmas Trees) item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Waste.

Can or Garbage Can shall mean any commonly available light gauge steel, plastic, aluminum or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and two handles. A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed forty (40) gallons in nominal capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the County.

Collection shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Waste, Vegetative Waste, and/or Recyclable Material is removed and transported to a Designated Facility.

Commercial Can shall mean one 64 or 96 gallon (nominal) commercial grade garbage can. These cans to be designed for the purpose of holding or containing Garbage and/or Trash. A Commercial Can shall be provided to the business or institution utilizing Commercial Can Collection service, by the Contractor.

Commercial Collection Service means Solid Waste and Recyclables service to include but not be limited to commercial property including hotels, motels, and parks containing mobile homes and/or recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and institutional enterprises of all types. Commercial properties shall be all properties, other than those listed under the definition of Curbside Residential Collection Service below, including Multifamily Collection Service, and Multifamily Can Collection Service.

Commercial Disposal Cost means the total or per ton cost of disposal for Garbage, Trash, or Vegetative Waste, etc., that is charged by the County, including surcharges, as applicable.

Commercial Recycling Collection Service shall mean the Collection of Recyclable Materials by the Contractor for entities within the Service Area that are not serviced by Curbside Residential Collection Service or Multifamily Recycling Collection Service.

Compactor shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, fencing and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from a construction site will not automatically cause it to be classified as other than C&D.

Container shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle or be a roll off Container. All Containers except roll off Containers must be maintained so as to be leak proof and rodent resistant. "Dumpster" type containers shall be serviced by a front-end-load truck.

Contract shall mean this Agreement.

Contract Administrator shall mean the Director of the Lee County Department of Solid Waste or designee, who shall act as the County's representative during the term of this Agreement

Contract Date shall mean the day and year first written above.

Contractor shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.

County shall mean Lee County, Florida.

Curbside Residential Collection Service shall mean the Collection of Solid Waste, Recyclable Materials, and Vegetative Waste by the Contractor from all Dwelling Units in the Service Area that are defined as "single family" residential units by the Lee County Property Appraiser and so included on the County's Solid Waste Assessment Roll and other Dwelling Units as are designated by the County. These Dwelling Units generally consist of 1 – 4 residential dwellings in a building or on a defined property. Solid Waste, Recyclables, and Vegetative Waste, generated exclusively at the dwelling unit and not part of a land clearing activity, shall be collected at curbside or along the roadway.

Department shall mean the Lee County Department of Solid Waste or subsequent organization.

Designated Facility shall mean a County owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.

Disposal Facility or County Disposal Facility shall mean place or places managed or operated by or for the County for the purpose of disposal or processing discarded materials.

Dwelling Unit shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.

Electronic Devices Collection shall mean the curbside collection of electronic devices, i.e. computers, monitors, televisions, cathode ray tubes, VCR and stereo equipment, printers, desktop copiers, scanners, fax machines, microwaves, telephones, and peripherals generated from the dwellings of curbside residential solid waste customers. Collection of electronics may be placed in normal garbage collection trucks, it shall not be commingled with any material but garbage.

Events of Default shall mean one or more of the events described in Section 30 or defined herein.

Fiscal Year shall mean the period between October 1 of a given year and September 30 of the following year during this Contract.

Garbage shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall also mean discarded materials and items from Dwelling Units, businesses and institutions unless otherwise defined. Garbage does not mean corrugated cardboard boxes, unless such boxes are used as a "Can or Garbage Receptacle" or are concealed among other Garbage.

Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

Hotel or Motel shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2014), or its successor law.

Materials Recycling Facility (MRF) shall mean any facilities operated or managed by, for or on behalf of the County for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the Contract Administrator, in writing.

Multifamily Can Collection Service shall mean the weekly curbside collection of household garbage and/or recyclables from Multifamily Dwelling Units where the Homeowners Association and/or Management Company find it is in the interest of the residents and elects the service for curbside collection of garbage and recyclables. Qualification for this service must show that streets and roadways are built suitable for the Contractor's refuse trucks and equipment and allow for safe collection. The authority for approval of such service is with the Contract Administrator. These services shall be billed directly to the customer by the Contractor.

Multifamily Collection Service shall mean Multifamily Recycling Collection Service and Multifamily Solid Waste Collection Service and the collection of other waste material.

Multifamily Dwelling Unit shall mean any Dwelling Unit defined as “Multifamily” by the Lee County Property Appraiser and included as such on the Lee County Solid Waste Assessment Roll and other Dwelling Units as are designated by the County. Multifamily Dwelling Units generally include five (5) or more residential units in a building or on a defined property and may include, but not be limited to, apartments, condominiums, mobile homes, recreational vehicles, and time share units.

Multifamily Recycling Collection Service shall mean the Collection of Recyclable Materials by the Contractor from Multifamily Dwelling Units in the Service Area by means of a shared container placed in one or more central locations. Containers for the Collection of Recyclable Materials shall be provided by the Contractor and the collected Recyclable Materials shall be delivered to the Materials Recycling Facility at no additional cost other than the cost for Multifamily Solid Waste Collection Service.

Multifamily Solid Waste Collection Service shall mean Solid Waste Collection service of all Multifamily Dwelling Units whose Solid Waste or Vegetative Waste is collected by means of a central or shared Container placed in one or more central locations and not by means of a Garbage Can (except for Multifamily Can Collection). Vegetative Waste shall not be commingled with Solid Waste.

Public Awareness Program shall mean programs developed by the County to inform and encourage residential and commercial Solid Waste Collection customers to properly use all Solid Waste and Recycling Collection services offered by the County through the Contract. It shall also mean information concerning level of service and changes in scope of service.

Recyclable Materials or Recyclables or Recycling shall mean any material to be collected by the Contractor for the purpose of Recycling at the County’s Materials Recycling Facility. Recyclable Materials include newspapers (including inserts), aluminum cans and clean aluminum foil and pans, plastic containers, glass bottles and jars, corrugated cardboard of any size broken down or left whole, brown paper bags, magazines, tin and ferrous cans, telephone directories, fiberboard, junk mail and office paper and other Solid Waste materials added by the County when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream. Note: Also see Section 4.A.1 regarding curbside residential solid waste collection related to cardboard boxes.

Recycling Container shall mean a rigid container or wheeled cart made of plastic or other suitable substance that is used for the storage of Recyclable Materials prior to Collection.

Residential Recycling Collection Service shall mean Curbside Residential Recycling Collection Services and Multifamily Recycling Collection Service.

Residential Solid Waste Collection Service shall mean Curbside Residential Solid Waste Collection Service and/or Multifamily Solid Waste Collection Service.

Roll-off Collection Service shall mean the Collection of Solid Waste, C&D, Garbage, Vegetative Waste, Bulk Waste, Trash etc., utilizing a Container or Compactor specifically designed for the purpose of leaving the Container on a customer’s property then rolling or lifting such Container or Compactor onto a truck and transporting it to a Designated Facility.

Service Area shall mean that portion of the unincorporated and incorporated area of the County as described in Exhibit IX, for which the Contractor has been granted an exclusive franchise.

Solid Waste shall mean Garbage, Trash, Bulk Waste and White Goods discarded as a result of the normal activities of a Dwelling Unit, business or institution but shall not include Vegetative Waste or Special Waste.

Sludge shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Special Collection shall mean the Collection of Bulk Waste or White Goods or Vegetative Waste that may require particular or special attention, scheduling, or action by the Contractor.

Special Services shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.

Special Waste shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste, land clearing debris, and tree limbs and/or trunks greater than 50 pounds per piece. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable or require extraordinary management.

Start Of Service Date shall mean October 1, 2022.

State shall mean the State of Florida.

Trash shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature, which are usual to housekeeping and to the operation of stores, offices, Dwelling Units, institutions, and other business places, but shall not include Vegetative Waste.

Uncontrollable Forces shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, fruit, tree branches, and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. For curbside collection, the following applies: All grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized; Tree cuttings, bushes, twigs, etc., (except palm fronds) and similar articles shall be in tied bundles, or in cans and shall be less than six feet in length. Up to 50 pounds of unbundled or untied palm fronds may be placed neatly at curbside. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste and any such tree must not be more than 8 feet in length and must be less than 50 pounds.

White Goods shall mean those particular items included as Bulk Waste that are generally referred to as household appliances including but not limited to, stoves, water heaters, air conditioners, heat pumps, refrigerators, ranges and similar items.

3. SERVICES PROVIDED BY CONTRACTOR:

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.

4. CURBSIDE RESIDENTIAL COLLECTION SERVICES:

A. Curbside Residential Solid Waste Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide Curbside Residential Collection Service. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator. The Collection service shall include but is not limited to one (1) unlimited quantity Solid Waste Collection each week, including pick-up of two automobile/light truck tires (with or without rims), Bulk Waste, electronic waste, and certain Construction and Demolition Debris. Special Collection of other Bulk Waste and White Goods shall be provided by arrangement.

If a customer has placed discreet cardboard boxes out for Garbage collection and such boxes do not contain Garbage, the Contractor shall not collect such boxes with the Garbage but shall leave a short written notice explaining that the boxes should be placed out for Recycling Collection.

Multifamily Dwelling Units suitable for and electing Multifamily Can Collection service shall be provided such service by the Contractor, in accordance with Section 5.A.2. This service shall require approval by the Contract Administrator.

If the customer has a small amount of commingled residential Solid Waste and Vegetative Waste on a garbage Collection day, the Contractor shall collect all of the material with the Solid Waste. However, if there is a substantial amount of Vegetative Waste commingled with the Solid Waste, the Contractor shall not collect the materials and shall leave a short written notice explaining why the materials were not collected that day. If the customer has placed different materials separately at the curb (e.g., Solid Waste and Vegetative Waste), the Contractor shall collect the appropriate material for that day.

Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair will be collected at the curb. Collection of C&D shall be limited to no more than 2 cubic yards per Collection per Dwelling Unit provided such C&D is generated from home maintenance or repair projects that do not require a building permit. The C & D material must have been generated from the Dwelling Unit from which it is collected and be placed neatly at the curb in manageable pieces. Small pieces such as tile or roofing material shall be containerized, weighing not more than 50 pounds per container.

The Collection of Solid Waste and Vegetative Waste may be provided on separate days. Collection service days must be approved by the Contract Administrator.

The Contractor shall deliver approximately 60% of the municipal solid waste (MSW)

and vegetative waste collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, Florida, as designated and directed by the Contract Administrator. The Contractor shall make provisions to separate tires from other curbside collected waste when delivering MSW to the landfill.

2. **Containers.** Cans shall normally be furnished by the Contractor for Curbside Residential Collection Service.

All existing Solid Waste and Recycling carts at the beginning of the contract shall remain in place and be the property of the County. If the Contractor chooses to use automated residential Collection vehicles requiring special containers, the Contractor shall supply any such Containers as approved by the Contract Administrator (or designee) to each Dwelling Unit at no extra charge. The use of an automated residential Collection system shall be approved by the Contract Administrator prior to implementation. Any and all such containers purchased and provided by the Contractor for an automated/semi-automated curbside residential collection system shall become the property of the County on the date such containers are placed into service. Customers currently receiving automated curbside residential collection will continue receiving either automated or semi-automated service. The Contractor shall be responsible for maintenance and repair/replacement of all such existing containers if the container is damaged or unserviceable due to the actions of Contractor. Contractor shall furnish similar new containers to all new residential units within these collection route areas. Reasonable changes in container size will be allowed if requested by customer. Any Garbage item that can be collected in a standard rear-end load compactor truck must be collected on the scheduled garbage collection day. In the event that a container becomes lost, unsightly, unsanitary, broken or unserviceable because of the acts or omissions of a customer or County (excluding normal wear and tear), the customer or County (as applicable) will be charged for the repairs or replacement and such amounts will be paid to Contractor at the time the request for repair or replacement is made.

B. Curbside Residential Recycling Collection Services

1. **General Conditions and Frequency of Service.** The Contractor shall provide Residential Recycling Collection Service to all dwelling units receiving Curbside Residential Collection Service (including suitable Multi-family residential units electing such service). This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator (or designee). The Recyclables Collection must be provided on the same day as either the Solid Waste or the Vegetative Waste Collection in accordance to Section 4.A.1.

Collection service includes collecting an unlimited amount of recyclables, weekly, from each residential unit. Residents may set out additional material in an eighteen (18) gallon up to a 64 gallon recycle container (or other similar, suitable container). Large cardboard (OCC) placed outside the cart will be collected by the Contractor.

The Contractor shall collect Recyclables from the Recycling Container and replace the Recycling Container at the same location. Recycling containers containing apparent non-recyclable materials, e.g. trash, plastic bags, plastic and / or vinyl children's pools, water hoses, clothing, horticulture, construction debris or any other apparent non-

recyclable products shall not be collected. These contaminated containers shall be tagged by the Contractor with a short written notice explaining why the containers were not serviced. Bags containing household batteries shall be collected and kept separately from Recyclable Material.

At the Start of Service Date the Contractor shall provide automated or semi-automated Recycling collection service for all homes currently receiving such curbside recycling service, utilizing County-owned 64 gallon and 32 gallon single stream recycling containers. Residents may request additional County-owned single stream recycling containers from the County. All recycling containers shall be maintained, repaired, and replaced by the Contractor as necessary, during the term of this Agreement.

2. **Recycling Containers and Educational Material.** Recycling Containers and educational materials, i.e. magnets, brochures, etc. will be provided by the Department. The Department will supply the Contractor with a Certificate of Occupancy list monthly of new residents. A copy of this list shall be returned to the County within 15 days of receipt verifying that Recycling Carts/Containers were delivered to the new residents. The Containers and educational material will be supplied to the Contractor for distribution to new residents and to replace the original ones that were stolen, lost or damaged by the occupant of a Dwelling Unit. The Contractor shall promptly deliver (within one week or seven (7) days) replacement Recycling Containers, damaged by its employees, or when notified by the Department, or the occupant of a Dwelling Unit where a Recycling Container is stolen, damaged or missing. Informational literature will be delivered with each Recycling Container. Contractor shall return damaged recycling containers to the Lee County Materials Recycling Facility. Recycling Containers shall be distributed to customers using plastic bags or unsuitable containers for Recycling. The title to Recycling Containers shall be vested with Lee County. Customers may use their own or additional Recycling Containers as long as they are similar and suitable for the service (e.g., cardboard boxes, kraft bags). If a cardboard box is used, the Contractor shall also collect the box. Plastic bags are discouraged through public education by the Contractor leaving and providing written notice to the resident, and by the Contractor distributing proper Recycling Containers.

The Department will purchase and maintain an inventory of Recycling Carts sufficient for distribution to new residents and to replace the original ones that were stolen, lost, or damaged. The Department will purchase spare parts sufficient to maintain the carts. These spare parts will be provided to the Contractor by the Department and the Department shall invoice the Contractor for these items as it is the Contractor's responsibility to maintain and repair the Recycling Containers. The Department shall invoice the Contractor for Recycling Carts damaged by the Contractor and rendered unusable.

3. **Non-compliance Residential Recycling.** When material from a Recycling Container is not collected, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the Recycling Container was not emptied and provide information as to what material is acceptable and how to become compliant. The initial contact shall be made by the Collection Crew with a dated written notice. The address and reason for non-collection is recorded on a "Daily Exceptions List" and is submitted to the Department the next day. If the resident does not respond after the initial contact and the following week the recycling at the curb continues to contain trash and or non-recyclable material, a second contact shall be made by the Contractor's designated Supervisor by visit. When no contact can be made

then the Supervisor will leave a business card at the front door. The address and reason for non-collection is recorded again on a “Daily Exceptions List” and the Contractor’s Supervisor will contact the Department. The Department will use the information provided by the Contractor to make contact with the resident.

4. **Quality Control.** In order to ensure only County approved recyclable material is collected, a minimum of 10% of recycling containers set-out for each route have to be visually inspected for compliance per annum as directed by the County. Inspection may be required on multiple streets. If contamination is identified, the hauler shall perform standard tagging procedures and report findings to the County on a “Daily Exceptions List”. Failure to conduct these inspections will result in administrative charges.
5. **Reports.** The Contractor shall provide digital monthly reports to the Department on Recycling to include tons collected and number of units per route per day. This report shall include Multifamily Can Service customers. Reports shall be due on the 15th day following the reporting period. The Department will provide the format for the reports.
6. **Change in Scope of Residential Recycling Collection Service.** From time to time, and at the sole option of the Department, it may be necessary to modify the type of Recyclable Materials that will be included in the Recycling Collection service. The Contractor shall collect additional types of Recyclable items, which are not included as Recyclables on the Contract Date, provided that major modifications are not required to the Recycling Collection vehicles. If major modifications are required to the Contractor’s Collection vehicles, the Department and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the financial impact of any such modifications. The Contractor shall not be allowed to make a claim to the County for additional Collection vehicles or personnel due to the addition of any Recyclable Material under this paragraph.
7. **Materials Recycling Facility.** The Contractor shall deliver all Recyclable Materials collected from the Curbside Residential Collection Service area to the Lee County Materials Recycling Facility or the facility designated, in writing, by the Contract Administrator. In the event that a load of Recyclable Materials delivered to the Materials Recycling Facility contains more than the acceptable amount of non-recyclables (residue), as decided by the Materials Recycling Facility (MRF) Operator and the Department, the MRF Operator or the Department has the right to reject the load or to charge the hauling Contractor the full disposal fee for each ton within the load or charge additional processing fees to make portions of the load acceptable to meet the established standards.

C. Curbside Residential Vegetative Waste Collection Service

1. **General Conditions and Frequency of Service.** The Contractor shall provide curbside residential Vegetative Waste Collection for all dwelling units receiving Curbside Residential Collection Service for vegetative waste generated from this property excluding Multifamily dwelling units. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the Contract Administrator (or designee). Every effort shall be made to have the Vegetative Waste Collection day on one of the first three Collection days of the week.

Vegetative Waste will be separated from residential Solid Waste, unless otherwise provided in this Agreement. Palm fronds are to be picked up with Vegetative Waste as observed or reported and disposed of with Vegetative Waste. Loose palm fronds, limbs, and trunks, weighing less than fifty (50) pounds per item, are to be picked-up with Vegetative Waste. If the customer has placed an apparent, moderate amount of Solid Waste with the Vegetative Waste, the Contractor shall leave the Residential Solid Waste and collect the vegetative material scheduled for Collection that day and leave a short written notice explaining why the Solid Waste materials were left.

2. **Containers.** All Vegetative Waste shall be collected separately from residential Solid Waste, commercial Solid Waste and Recyclable materials. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Other Vegetative Waste which is no more than six (6) feet in length and under 50 pounds per item, and placed neatly at the curb in Cans, plastic bags, tied bundles or safely handled pieces, shall be collected. Up to 50 pounds of unbundled palm fronds that are placed neatly at the curb shall be collected at each residential Dwelling Unit per Collection day.
3. **Vegetative Waste Disposal Location.** The County shall make all determinations regarding where the Vegetative Waste from residential properties is delivered. Each franchised hauler or Contractor is required to deliver a minimum of sixty (60) yards per week of mulch made from Vegetative Waste to the County's designated mulch site in their respective franchise Service Area(s).
4. **Non-compliance Vegetative Waste.** When vegetative waste is not prepared properly for Collection, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the Vegetative Waste was not collected and provide them the information as to how to prepare their materials for Collection. The initial contact shall be by the Collection crew leaving a dated written notice. If the resident does not respond after the initial contact, a second contact must be made by a Contractor designated Supervisor by visit (leave business card). If after the second contact, and no intent has been made to comply, the Contractor shall notify the Department using a daily exceptions list, listing the location(s) that does not meet the requirements for regular Collections and marking it as an unsuccessful second contact. This information will be used by the Department to contact the resident.

D. Residential Bulk Waste Collection

1. **General Conditions and Frequency of Service.** The Contractor shall provide Collection of Bulk Waste to all residential Dwelling Units listed on the County's assessment roll as single family units at no additional cost. The Bulk Waste shall be picked-up with normal Solid Waste or by a Special Collection pick up at no additional cost. Bulk Waste can be of unlimited quantity, size or weight.

Bulk Waste that cannot be collected normally shall be collected by a Special Collection with suitable equipment for the purpose. Special Collections shall be provided at no extra charge, and shall be scheduled based on the Department request or Contractor personnel's observation or log stating that Bulk Waste was set out and could not be collected normally. The address and reason for non-collection is recorded on a "Daily Exceptions List" and is submitted to the Department the next day. Special Collections shall be scheduled and performed no later than the second working day following a

request for such pickup or observation of a Bulk Waste item by the Contractor's personnel. For purposes of this paragraph, Saturday is a working day.

2. **Acceptable Materials.** Acceptable Bulk Waste materials shall include but not be limited to, oversize household Solid Waste (except white goods), furniture, mattresses, carpet, and incidental building materials (up to two cubic yards per Dwelling Unit per Collection) from household activities not requiring a building permit. Bulk Waste does not include automotive vehicles or boats, major vehicle components or liquid waste.
3. **Disposal Location.** All Bulk Waste shall be delivered to the appropriate County approved facilities based on the characteristics of each item (e.g., certain Bulk Waste shall be delivered to the County's Waste-to-Energy and/or landfill facility).

E. Curbside Residential White Goods Collection Service

1. **General Conditions and Frequency of Service.** The Contractor shall provide Collection of White Goods to all residential Dwelling Units listed on the County's solid waste assessment roll as single family Dwelling Units. The White Goods shall be Collected by a Special Collection at no additional cost. Special Collections shall be scheduled and performed no later than the second working day (including Saturdays) following a request for such pickup or observation of a White Good item by the Contractor's personnel. There shall be no weight limit for any White Good item.
2. **Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed from the right-of-way separately from all other Solid Waste, and Recyclable Materials. White Goods that contain a refrigerant regulated by the U.S. Environmental Protection Agency or the Florida Department of Environmental Protection are to be safely collected to prevent crushing and/or puncturing. In the event a White Good item contains refrigerant or Chlorofluorocarbons (CFCs), the Contractor shall collect the item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to a scrap dealer or recycler that is registered with the Florida Department of Environmental Protection to properly recycle White Goods. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these items in accordance with the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection requirements and guidelines. The Contractor shall notify the Department of the recycling/disposal locations utilized as the initial receiver of the White Goods.

F. Accessibility for Residential Curbside Collection Service

All Solid Waste, other than Bulk Waste, and Recyclables to be collected shall be in a Can (or an acceptable container) and shall be placed within six (6) feet of the curb, paved surface of the public road, closest safely accessible public or private right-of-way, or other such location agreed to by the customer and the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew and vehicle. The Contractor must collect as many Garbage Cans, bags or bundles as the customer sets out that are compliant. If a dwelling unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location will be arranged between the customer and the Contractor. In the cases described above or when there are obstacles to accessibility, the

customer shall not be charged an extra cost for Collection services. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for Collection.

Bulk Waste and White Goods shall be placed by the residential customer within six (6) feet of the curb; paved surface of the public road, closest accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's Collection crew and vehicle. Bulk Waste and White Goods generated from Multifamily Dwelling Units shall be placed at a location adjacent to their normal Solid Waste Container, in a Container specifically provided for such purpose, or at a location mutually determined by and acceptable to the Contractor and the customer.

When residents (as identified and approved by the Department) are physically unable to deliver Solid Waste and Recyclables to the Collection location, the materials will be placed outside the dwelling, near the garage door or side door, for Collection. A list of such Dwelling Units will be provided to the Contractor two (2) weeks prior to the Start of Service. The Contractor will not receive additional payment for this service. New requests for disability exemptions received by the Contractor shall be referred to the Department for investigation. If approved for this service, the County will notify the Contractor to start the service on the next regularly scheduled Collection day. Once each year of this Agreement, the Department will reconfirm the need for the special service. However, if the Contractor has reason to believe the service is no longer required, the Contractor shall notify the Department. The Department will notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

G. Method of Payment

The County or its designee will be responsible for the billing and collection of payments for Residential Curbside Collection Service except as described in Section 5.A.2. Payment from the County to the Contractor for any undisputed fees and/or charges will be due and paid no later than forty-five days after receipt of an invoice from the Contractor for the Curbside Residential Collection Services. The initial Collection rate per unit per month shall be as set out in Exhibit II. This rate may be adjusted in subsequent years in accordance with Section 6.A or 6.D.

H. Hours of Collection

Scheduled days of Collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. No regularly scheduled Collection is allowed on Sunday. Curbside Residential Collection Services shall be provided between the hours of 6:30 am and 6:30 pm (6:00 am and 6:30 pm on Fort Myers Beach), Monday through Friday. Dwelling units receiving Multifamily Collection Service, commercial properties and other non-residential Collection sites located adjacent to residential uses (apartments, condominiums, town houses, houses, mobile homes, etc.) shall only be collected between the hours of 6:30 am and 6:30 pm, Monday through Saturday. Businesses and institutions may be collected from 4:00am until 10:00 pm, subject to approval or denial by the Solid Waste Department. All requests to change the days or times of Curbside Residential Collection Service must be submitted to the Department for approval.

Disposal facilities will be open a maximum of sixty-six (66) hours per week (e.g., 6:00 am to 6:00 pm Monday through Friday, 6:00 am to 12:00 noon Saturday), except designated

holidays. Actual opening and closing times may change from time to time. If the next two Collection days following a designated holiday includes a Saturday, the disposal facility hours for the Saturday will be extended from 6:00 am to 5:00 pm. Current disposal facility hours are 6:00 am to 6:00 pm, Monday through Friday and 6:00 am to 12:00 noon on Saturday.

The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When these stated holidays are recognized on a weekday (i.e. Monday through Friday), the schedule for Solid Waste Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Saturday instead of Friday.

I. Routes and Schedules

The Contractor shall submit detailed route maps (in a County approved format) to the County at least ninety (90) days prior to Start of Service. The routes will be detailed and show the area to be collected, the starting point for Collection and the exact direction of travel and order of travel through streets and alleys to be collected. Routes shall be numbered and the days of Collection specified. Whenever practical, Collection days shall be the same as provided on the Contract Date. The submitted route maps shall indicate any changes to the Collection days from the schedule that existed on the Contract Date. The County will notify the Contractor of any required changes not less than thirty (30) days prior to the Start of Service under this Agreement. Once routes are approved, starting points and direction of travel will remain the same each week unless the County approves changes.

Any subsequent changes of routing, including seasonal changes, after the Start of Service must be submitted to the County thirty (30) days prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Contractor. Not more than two (2) weeks, nor less than one (1) week prior to implementing any changes in routes or Collection schedules which alters the day of Collection or time of collection, the Contractor must notify each Customer affected. Notice shall be made in writing to each individual Customer.

5. COMMERCIAL COLLECTION SERVICE:

A. Multifamily Dwelling Solid Waste and Recycling Collection Services

1. General Conditions and Frequency of Service. The Contractor shall provide commercial Solid Waste Collection, Recycling Collection, Bulk and White Goods Collection, and disposal service to all Multifamily Dwelling Unit properties in the Service Area. This service shall be provided at a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. Multifamily Dwellings utilizing a roll-off compactor for Solid Waste Collection may be allowed less frequent collection service as determined by the Department. With the exception of Multifamily Can service, all Containers required for these Collection services shall be provided by the Contractor. Contractor shall secure a signed service agreement with Multifamily customers including recycling

service prior to start of service.

The Contractor shall provide Recycling Collection service to all Multifamily Dwelling Units in the Service Area at no additional cost than what is shown in Exhibit II. Recycling Collection Service shall be provided regardless of whether or not the Dwelling Unit owner owns the property on which the Dwelling Unit resides. This service applies to all types of Multifamily Dwelling Units including but not limited to, apartments, condominium, mobile home parks, time share units and recreational vehicle parks. The Recycling Collection Containers shall be suitable for the location and service and shall approximate the same type of Collection service as is provided for Solid Waste Collection. Generally, existing 90 gallon (nominal) wheeled carts have been provided and are owned by the County. Additional and replacement 90 gallon wheeled carts, as approved by the Department, with proper labels and of sufficient quantity, shall be provided by the Contractor for properties that use central area Solid Waste Collection service (e.g. dumpsters). All such wheeled carts shall become the property of Lee County upon placing such carts into service. The Contractor shall repair/replace any damaged carts during the Term of this agreement. Other Container types such as dumpsters may also be suitable for some Multifamily Dwelling Unit properties for Recyclable Collection. All Roll Off Containers for Multi-Family dwelling recycling service may be designed for single-stream or dual stream recyclables and used where appropriate and have plastic sliding doors. Any costs to the Contractor for performing these services to Multifamily Container service customers shall be included in the fees charged by the Contractor for commercial Container Solid Waste Collection. This service shall be provided at a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. This service shall be provided for both Multifamily Can service customers and Multifamily Container service customers. All Recyclable materials collected from Multifamily Dwelling Units by the Contractor shall be delivered to the County designated Recycling Facility.

The County shall not be responsible for any additional or sunk costs to/of the Contractor if Florida law is changed to allow Multifamily Recycling Collection Service to be open market (i.e., non-franchise).

Certain types of Multifamily Dwelling Unit properties may request additional Recycling Collection services such as curbside Collection in a mobile home park where central Container service is used for Solid Waste. In these cases, the County will provide Recycling Containers to the Dwelling Units and the Contractor shall provide such services at a price, not to exceed 50% of the price for Residential Curbside Recycling Collection Service as shown on Exhibit II. The Contractor shall invoice the property owner(s) for this type of service on a monthly basis.

The Contractor shall provide a monthly report to the Department that documents recycling for Multifamily Recycling Collection Service. The report shall include tons collected and number and size of recycling containers per route per day. The Contractor shall provide a monthly report indicating names and addresses of all Multifamily entities that do not have a properly executed service agreement as required by County Ordinance 07-25, the Mandatory Business Recycling Ordinance, or have been refused service due to Multifamily property non-payment for collection services. These reports shall be due prior to the 15th day of the month following the reporting month and shall

be in a digital format approved by the Department.

The Contractor shall provide Bulk Waste and White Goods Collection for all Multifamily Dwelling Unit properties on a regular basis at conditions agreed to by the customer and the Contractor. The Contractor shall provide Bulk Waste and White Goods Collection for Multifamily Dwelling Unit properties at no extra charge.

The frequency of Collection of Bulk Waste and White Goods outside the Container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Waste Collection shall be resolved by the Contract Administrator. In the event Bulk Waste contains Chlorofluorocarbons (CFC's), the Contractor shall collect the White Good item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to a Florida certified Recycling facility or to a scrap dealer located in Lee County. There shall be no weight limit for any Bulk Waste item.

2. **Multifamily Can Service.** The Contractor shall provide Multifamily Can Collection service to Multifamily Dwelling Unit customers selecting Can service. The cost of this service shall not exceed the price in Exhibit II B. Collection services for Bulk Goods, and White Goods shall be the same as for Curbside Residential Collection Services as set forth in Sections 4.C, 4.E and 4.F. Garbage shall be collected separately from Curbside Residential Services and delivered separately to the Disposal Facility. Billing of all services, including disposal, shall be included and performed by the Contractor.
3. **Multifamily Container Service.** The Contractor shall provide Multifamily Container service, Recycling Collection service, White goods and Bulk Waste Collection to Multifamily Dwelling Units selecting Container service.

The Collection Container shall be of a type that can be serviced by the Contractor's Collection equipment. The storage capacity and frequency of service of the Container agreed upon by the customer and the Contractor, shall be suitable for the amount of Solid Waste generated by the customer and shall provide that no Solid Waste other than Bulk Waste be placed outside of the Container. The Contractor shall insure that container lids are closed after servicing container. Customers may change Container size and/or Collection frequency as needed or by season. The customer may either purchase the Collection Container from a source or rent such Container from the Contractor at the rental rate included in Exhibit II. The customer may choose to use a Compactor, from any source, provided that the Compactor can be serviced by the Contractor's Collection equipment. Commercial Collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at the expense of the Contractor. In the event a customer owned or contractor owned compactor is damaged or in need of repair, Contractor shall provide suitable temporary containers within 24 hours of notification, sufficient to provide uninterrupted service to customer until compactor is repaired or replaced. Gates for dumpster enclosures shall be opened and closed by Contractor personnel at no additional charge.

Roll off containers shall be provided or serviced within 24 hours of customer request. The Contractor shall not charge the customer any additional fees for placing an empty, open roll-off Container in the same spot from which a full Container is to be collected.

The Contractor shall not charge a customer an additional fee for “round trip” service whereby a roll-off type Compactor or open top Container is removed from the customer’s property, emptied at the disposal facility, and returned to the customer’s property.

The customer may request that the Contractor perform commercial Vegetative Waste Collection service and the Contractor shall provide such service at the Collection rates shown in Exhibit II. Disposal or processing costs shall be charged at the County’s then applicable processing rate and the density factor for the Vegetative Waste shall be established by the Contract Administrator. All charges for Vegetative Waste Collection and disposal shall be billed and collected by the Contractor. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor’s name, phone number and size of Container.

4. **Multifamily Bulk Waste Collection Service – General Conditions and Frequency of Service.** The Contractor shall provide Collection of Bulk Waste to all residential dwelling units listed on the County’s solid waste assessment roll as Multifamily units at no additional cost. Bulk Waste from Multifamily dwellings shall be collected from one or more central location(s) accessible to the Contractor’s collection vehicle. Such collection shall occur once per week on a routed day with a commercial collection vehicle. Bulk Waste collected at these locations shall not be mixed with residential Bulk Waste collected curbside.
 - a) **Acceptable Materials.** Acceptable Bulk Waste materials shall include but is not limited to, oversize household Solid Waste (except white goods), furniture, mattresses, carpet, and incidental building materials (up to two cubic yards per Dwelling Unit per Collection) from household activities not requiring a building permit. Bulk Waste does not include automotive vehicles or boats, major vehicle components or liquid waste.
 - b) **Disposal Location.** All Bulk Waste shall be delivered to the appropriate County approved facilities based on the characteristics of each item (e.g., certain Bulk Waste shall be delivered to the County’s Waste-to-Energy and/or landfill facility).
5. **Multifamily White Goods Collection Service – General Conditions and Frequency of Service.** The Contractor shall provide Collection of White Goods to all residential dwelling units listed in the County’s solid waste assessment roll as Multifamily units at no additional cost. White Goods from Multifamily dwelling units are collected at one or more central locations accessible to the Contractor’s collection vehicle. Such collection shall occur once per week and no less than every seven (7) days. For the purpose of this service, Saturday is considered a collection day.
6. **Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed separately from all other Solid Waste, and Recyclable Materials. White Goods that contain a refrigerant regulated by the U.S. Environmental Protection Agency or the Florida Department of Environmental Protection are to be safely collected to prevent crushing and/or puncturing. In the event a White Good item contains refrigerant or Chlorofluorocarbons (CFCs), the Contractor shall collect the item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC’s into the atmosphere, to a scrap dealer or recycler that is registered with the Florida Department of Environmental Protection to properly recycle

White Goods. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these items in accordance with the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection requirements and guidelines. The Contractor shall notify the Department of the recycling/disposal locations utilized as the initial receiver of the White Goods.

B. Business and Institution Solid Waste Collection Service

- 1. General Conditions and Frequency of Service.** The Contractor shall provide commercial Solid Waste Collection and disposal to all commercial properties in the service area. The Contractor shall provide Bulk Waste and White Goods Collection for business and institution customers at terms and conditions agreed to by the customer and the Contractor.

This service shall be provided at a minimum of once every week or every seven (7) days, unless otherwise specified by the Department, on a scheduled route basis. Request for extra service must be accomplished within 24 hours of customer request. Waste from businesses that prepare and serve food shall be collected a minimum of twice per week on a scheduled basis, unless collected in a closed Compactor type Container.

The Contractor shall secure a signed service agreement with commercial customers specifying service requirements, including recycling services, prior to start of service. Contractor shall enter all service agreement information into a database in an acceptable format and provide to the County. This database is to be updated monthly and available to Lee County upon request.

- 2. Containers.** The commercial Collection Container shall be of a type that can be serviced by the Contractor's Collection equipment. The customer may either purchase the commercial Collection Container from a source or rent such Container from the Contractor at the rental rate included in the Exhibit II. Containers must be delivered within two (2) business days of receiving a signed service agreement. The storage capacity and frequency of Collection of the Container shall be suitable for the amount of Solid Waste generated by the customer and shall provide that no Solid Waste other than Bulk Waste be placed outside of the Container. The Contractor shall insure that container lids are closed after servicing containers. Customers may change Container size and/or frequency of service as needed or by season. If the customer utilizes a Commercial Can, the Commercial Can(s) must have a maximum capacity of 95 gallons, nominal. The customer may choose to use a Compactor, from any source, provided that the Compactor can be serviced by the Contractor's Collection equipment. Commercial Collection Containers and Compactors shall be maintained in a serviceable and safe condition by the owner of the Container or Compactor. The Contractor shall be responsible for sanitizing the containers or compactors. Damage caused by the Contractor to a customer owned Container or Compactor (other than normal wear) shall be repaired at the expense of the Contractor. In the event a customer-owned or contractor-owned compactor is damaged or in need of repair, Contractor shall provide suitable, temporary containers within 24 hours of notification, sufficient to provide uninterrupted service to customer until compactor is repaired or replaced. Gates for dumpster enclosures shall be opened and closed by Contractor personnel at no additional charge. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's

name, phone number, size of Container, and the Customer's name (where multiple customers' containers are in the same proximity).

The Contractor shall have a written procedure, approved by the contract administrator, for dealing with blocked containers.

The Contractor shall not charge the customer any additional fees for placing an empty, Compactor or open type roll-off Container in the same spot from which a full Container is to be collected. The Contractor shall not charge a customer an additional fee for "round trip" service whereby a roll-off Compactor is removed from the customer's property, emptied at the disposal facility, and returned to the customer's property.

C. Commercial Vegetative Waste Collection Service

The Contractor shall provide commercial Vegetative Waste Collection services to all commercial entities desiring this service. Collection of Vegetative Waste from commercial entities is optional and shall be established based on the special needs of the commercial customers. Collection of Vegetative Waste from commercial customers shall not be exclusive to the Contractor.

D. Business and Institution Recycling Collection Service

- 1. General Conditions.** The Contractor shall offer Commercial Recycling Collection Service to all commercial Customers requesting such service for service fees as negotiated between the Contractor and Commercial Customer. This service shall be a minimum of once every week and no less than every seven (7) days, unless otherwise specified by the Department, on scheduled route basis. All containers required for these collections shall be provided and maintained by the Contractor. Ninety gallon Recycle Containers are to be a different color from solid waste containers. The Contractor shall provide Commercial Recycling Collection Services for all Recyclable Materials that are accepted and processed at the Lee County Recycling Facility.

The contractor must provide appropriate container(s), as requested, such that the Commercial customers may place all fiber products (e.g., cardboard, newspaper, office paper, magazines, etc.) in any single type of Contractor provided fiber recycling container, including front-end-load containers and the Contractor shall collect these materials. A similar provision must be made for co-mingled recyclable containers (e.g. bottles and cans). The Contractor- provided containers are to be appropriately labeled.

Containers used by the Contractor for commercial business recycling shall be clearly designated and labeled separately from equipment used for commercial Solid Waste Collections.

This Agreement does not exclude other private enterprises from conducting commercial recycling collection service in the service area. The Contractor shall not interfere with other private commercial recycling haulers providing recycling services to customers in the service area.

County Ordinance 07-25, the Mandatory Business Recycling Ordinance, requires businesses and institutions to provide a system for the collection of Recyclables. Selection of a Recyclable collection service provider is at the option of the customer.

Should the customer select the Contractor for this service, service should be established based on the needs of the commercial customer and the requirements of the Mandatory Business Recycling Ordinance. Within thirty (30) days of establishing a new commercial recycling account, the Contractor will review the Solid Waste Container size and service needed by the Recycling customer. The Department will assist the Contractor and customers in determining the optimum Recycling methods. This Agreement does not require the Contractor to deliver recyclables collected from businesses or institutions to the County's Material Recycling Facility (MRF). This Agreement does require the Contractor to provide Commercial Recycling Collection Service to businesses and institutions. However, if the Contractor elects to collect and/or mix recyclables from businesses and/or institutions with Multifamily or Residential curbside recyclables, the Contractor shall deliver the recyclables to the Lee County Materials Recycling Facility. This collections service shall include the collection of all of the same types of recyclables that the County accepts at the County's MRF.

2. **Ownership.** Notwithstanding any other provisions of this Agreement, a business/institutional generator of Recyclable Materials retains ownership of those materials until it donates or sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a person or entity engaged in the business of Recycling, whether for profit or nonprofit, from accepting and transporting source separated Recyclable Materials from such generator. Provided however, that such activities are subject to applicable state and local public health and safety laws, and provided that the transporter must report such information to the County as may be necessary for the documentation of state mandated recycling or reduction goals.
3. **Goals.** It is the responsibility of the Contractor to reasonably assist the County in promoting and facilitating the provisions of County Ordinance 07- 25, the County's Mandatory Business Recycling Ordinance.
4. **Reports.** The Contractor shall provide a monthly report to the department that documents all commercial solid waste and recycling activities to include changes in service, i.e. new customers, closed businesses, increases/decreases in services, customer contact information, etc. All changes in service shall be updated by the Contractor in its database each month prior to submitting data to Lee County. Lee County will provide the procedures and format (Excel) for required reporting. Report is due on the 7th day of the month following the reporting month. The contractor shall establish a separate billing code to invoice the ADF (Advanced Disposal Fee) to customers not in compliance with the Mandatory Recycling Ordinance. Lee County will provide the Contractor a list of non-compliant customers each month to be assessed the ADF.
5. **Disposal or Processing Cost.** The Contractor shall not collect, from a business or institution any fees or charges for processing or disposal of Recyclable Materials unless such fees are specifically approved, in writing, by the Contract Administrator.
6. **Advance Disposal Fees (ADF).** The Contract Administrator will routinely notify the Contractor regarding businesses or institutions that are not in compliance with the Mandatory Business Recycling Ordinance. The identified non-compliant businesses or institutions may be invoiced monthly by the Contractor for the Applicable ADF as

defined and established by County Ordinance 07-25 and as directed by the Contract Administrator. The Contractor will discontinue invoicing a customer's ADF when it becomes known to the Contractor that a customer is in compliance with County Ordinance 07-25.

E. Method of Payment

Payment for commercial Solid Waste Collection and disposal, Recycling Collection, and Advance Disposal Fees shall be made by the customer directly to the Contractor. The customer shall be billed by the Contractor based on the quantity of waste collected and the frequency and type of service rendered. The rates charged by the Contractor shall be based on the pricing shown in Exhibit II for commercial properties. If the Contractor stops service due to nonpayment, the Container shall be pulled immediately (if owned by the Contractor) and the Department shall be notified promptly. All "stopped service" events shall be investigated and documented by the Contractor, and must include a site visit, prior to the notification to the Department. Commercial containers shall be redelivered within 24 hours of receipt of payment. All charges and payments shall include disposal costs. Disposal costs shall be a "pass-through" to Lee County and not be considered revenue to the Contractor.

The Contractor shall keep residential and commercial waste separate for purposes of disposal.

The Contractor shall pay for all commercial waste disposed separately from residential in accordance with Section 6. Commercial Disposal Costs will be part of the service charge billed by the Contractor and paid by the commercial customer. The Contractor shall pay for all Solid Waste disposal costs incurred for disposing of commercial Solid Waste at the designated disposal facilities. All commercial waste shall remain separated from residential waste in transfer stations and Collection vehicles until after it has been weighed and categorized at an approved scale facility.

F. Hours of Collection

Refer to Section 4.I.

G. Routes and Schedules

Refer to Section 4.J.

H. Customer Agreement and Disclosure of Rates

The Contractor shall require a commercial customer to enter into an agreement for Collection, disposal and/or recycling services. Any such agreement shall clearly state the terms and conditions for such services and all terms and conditions shall conform to the requirements of this Agreement. Any agreement for commercial Collection, disposal and/or recycling service shall not have a term that exceeds the Term of this Agreement nor shall any such agreement include charges for services that exceed the charges set forth in Exhibit II (or as adjusted). The document (service agreement) for commercial Collection, disposal and/or recycling services shall be approved by the Contract Administrator at least seventy-five (75) days prior to the Start of Service Date. Service agreements shall have wording for and a customer sign-off space in the event a customer does not elect recycling

service with the Contractor. The Recycling collection service provider is to be determined and recorded by the Contractor when executing a service agreement. All such executed agreements shall be available for review by the County throughout the Term of this Agreement. By October 1st of each year of this Agreement, the Contractor shall provide each commercial customer an annual disclosure statement, with a copy retained by the Contractor and available for review by the Department, that includes the following language:

"REGULATION BY LEE COUNTY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement is regulated by a franchise granted by Lee County. Should the customer have any questions relating to the terms and conditions of this Service, the customer may call the County Contract Administrator at (239) 533-8000.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection container from any source or rent such container from the Contractor at the rental rate as approved by the County. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor (other than normal wear) to a customer owned Container or Compactor shall be repaired at the cost of the Contractor.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates is fixed by Lee County. A copy of these rates can be obtained from the Contractor or Contract Administrator.

RATES FOR SERVICE"

October 1, (year) - September 30, (year)

Name of Contractor

Name and Address of Customer

The total RATES for this Commercial Solid Waste and Recycling Collection Service are as follows:

Number of Containers	Size	Frequency	Type	Collection Cost	Disposal Cost	Special Service	Container Rental	Total

Total Monthly Cost:

*There is no charge for the processing of Recyclable Materials

THESE SERVICES ARE PROVIDED UNDER A FRANCHISE AGREEMENT REGULATED BY LEE COUNTY. SHOULD YOU HAVE ANY QUESTIONS RELATING TO THESE RATES, PLEASE CALL CUSTOMER INFORMATION SERVICES AT (Insert Contractor’s phone number).

The "RATES FOR SERVICES" statement shall incorporate or have attached a rate schedule which specifies the Contract Collection Rate based on size of container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recycling, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between Solid Waste and Recycling Collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distributing to the customer.

6. CHARGES, RATES, PAYMENTS, DISPUTES, AND INTEREST RATES:

A. Solid Waste and Recycling Collection Rate Adjustments

For all Collection services, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. The Contractor may receive an annual adjustment in the Curbside Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service and Curbside Residential Recycling Collection Service rates, beginning 12 months after the Start of Service Date.

The Contractor may request a rate increase from the County equal to the change in certain indices, compared to the previous 12 months as shown below, or another amount. Any request for a rate adjustment by the Contractor shall include substantial proof and justification, as determined by the Department, to support the need for a rate adjustment. Additional information may be required by the Department.

Standard Rate Adjustment Methodology:

For the first potential adjustment period:

$$AF = \frac{0.875 \times \text{CPI New}}{\text{CPI Old}} + \frac{0.125 \times \text{FI New}}{\text{FI Old}}$$

Where, AF is the Adjustment Factor, CPI New is the average of the 12 monthly CPI indices (months March through February), CPI Old is the CPI index for January, FI New is the average of the 12 monthly FI indices (months March through February), FI Old is the FI index for January.

For the second through all future potential adjustment periods:

$$AF = \frac{0.875 \times \text{CPI New} + 0.125 \times \text{FI New}}{\text{CPI Old} \quad \text{FI Old}}$$

Where AF is the Adjustment Factor, CPI New is the average of the 12 monthly CPI indices (months March through February recent year), CPI Old is the average of the 12 monthly CPI indices (months March through February, previous annual period), FI New is the average of the 12 monthly FI indices (months March through February most recent year), FI Old is the average of the 12 monthly FI indices (months March through February, previous annual period).

CPI is the Consumer Price Index Urban Wage Earners and Clerical Workers (Series ID CWUR0300SAO, Area: South Urban, Item; All Items) as published by the US Department of Labor. FI is the Fuel Price Index, "Petroleum Administration for Defense District" monthly average (PADD 1C (Lower Atlantic) Florida, Georgia, North Carolina, South Carolina, Virginia, and West Virginia.) as published by the Energy Information Administration of the US Department of Energy.

The County will normally provide a notice of approval or denial of all or part of the requested rate adjustment before August 31. No change in rates or the Payment Schedule shall be made without the approval of the County Board of Commissioners. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the County and the Contractor.

B. County's Obligation - Billing, Collection, Payments

1. The County will be responsible for the billing and Collection of payments for those units included in the County's mandatory Curbside Residential Solid Waste, Recycling, and Vegetative Waste Collection programs. The County shall make monthly payments in arrears to the Contractor for these Services provided pursuant to this Agreement. The Contractor shall submit its invoice for Residential Solid Waste and Recycling Collection Services to the County for each preceding calendar month no later than the tenth (10th) day of each calendar month. Each element necessary to calculate the service fee and any other payment due to the Contractor pursuant to this Agreement shall be reflected in such invoice. The County shall pay the Contractor all undisputed service fees and any other undisputed payment within thirty (30) days of receipt of such invoice. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the County collects from customers for such service.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the County shall provide to the Contractor the estimated total number of units to be serviced. Thereafter and for the duration of this Agreement, the County shall notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the County's Fiscal Year will be added to the customer service list and payment will be paid by the County to the Contractor in the Contractor's monthly payment. Payment will begin for the month following the month in which the Certificate of Occupancy was issued, or verification of the beginning of actual service, whichever is later. The payments from the County to the Contractor for units added by Certificate of Occupancy will only be made if the Dwelling Units are included in the

Contractor's monthly invoice to the County. After the first partial year, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcels were not included on the annual assessment roll provided by the County, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the County, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of the month following the Contractor's notice, or the date service began, whichever is later. If the County has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the County reserves the right to correct any errors of omission or commission per the laws and rules that govern the County. In the event the County pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

In the event that a new County Designed Facility opens within the Service Area during the term of this Agreement, negotiations will occur to reduce the rates, Exhibit II, to reflect the reduction in hauling distances due to the additional Facility(ies).

C. Solid Waste Disposal Costs

Collection service costs and Solid Waste disposal costs shall be treated separate for the Solid Waste Collection services being provided pursuant to this Agreement. The Contractor's payments for Collection are set out in Exhibit II. Residential disposal costs will be part of the special assessment billed on the Lee County Tax Bill by the Tax Collector's Office, except as otherwise provided in this Agreement. Commercial Disposal Costs will be added to commercial Collection costs billed by the Contractor and paid by the commercial Customer as a "pass-through" to the County. The Contractor shall pay the Department for all commercial Solid Waste disposal costs incurred at the designated disposal facilities or invoiced to commercial customers. The Contractor will be invoiced by the Department, monthly, for the commercial disposal costs based on the greater of 1) disposal tonnage from commercial Collection vehicles, or 2) all commercial disposal costs invoiced to commercial customers. Within 30 days from the end of each month, the Contractor will submit a monthly "true-up" statement (sample format in Exhibit VI) comparing monthly disposal costs paid to the Department and disposal charges invoiced to commercial customers (refer to Section 6.I). All residential waste shall remain separated from commercial waste at transfer stations and in vehicles until after that waste has been weighed and categorized. Disposal costs shall be payable to the County within thirty (30) days after receiving the County's invoice for such fees. A late charge of 1% of the amount due shall be calculated monthly until payment is received.

D. Extraordinary Rate Adjustment

The Contractor may petition the County 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 such as could result from a change in law.

The Contractor's request shall contain substantial evidence and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, all information as may be reasonably necessary in making its determination. The County Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information required by the County.

E. Franchise Fee

To compensate the County for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to the Collection of Solid Waste and Recycling, the Contractor shall pay to the County a fee of four percent (4%) of the total of all charges invoiced, whether collected or not, arising out of any services or operations conducted in the Service Area pursuant to this Agreement except charges for Commercial Disposal Cost, and Advance Disposal Fees as defined by County Ordinance 07-25.

A statement reporting invoiced amounts for services provided under this Agreement shall be prepared by the Contractor in accordance with Generally Accepted Accounting Principles for each month. This monthly statement shall be submitted no later than thirty days following the last day of the reporting month, and shall be in the format shown in Exhibit VI, or as may be revised by the Department.

Solid Waste disposal costs paid by the Contractor to the County pursuant to this Agreement shall be deducted from the gross invoiced charges total prior to applying the 4% for calculation of the franchise fee owed to the County. Franchise fees shall be payable within thirty (30) days after receiving the County's invoice for such fees. A late charge of 1% of the amount due for the Franchise fee may be calculated monthly until payment is received.

F. Advance Disposal Fees

An Advance Disposal Fee may be invoiced by the Contractor to all business customers that fail to comply with the requirements of County Ordinance 07-25, the Mandatory Business Recycling Ordinance, as directed by the Contract Administrator. To compensate the Contractor for the cost of administering such invoices, the Contractor will pay the County ninety percent (90%) of all Advance Disposal Fees invoiced, whether collected or not, and retain ten percent (10%).

G. Interest on Overdue Payments

All payments to be made by either party under this Agreement that are outstanding after the applicable due date, shall bear simple interest at the maximum rate permitted by State law, if applicable, or at the prime rate of The Chase Manhattan Bank, N.A., whichever rate is lower, unless specifically established elsewhere in this Agreement.

H. Invoice or Payment Disputes

If any Party shall dispute an amount owing to the other Party, such Party shall: (i) give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due

date. Interest at the rate specified in Section 6.G, or as specifically established for such item so disputed, shall accrue from the original due date on disputed amounts, or the portions thereof, to the Party which is ultimately determined to be entitled to such disputed amount (or any portions of such disputed amounts).

I. True-Up Statement

No later than thirty (30) days after the end of each reporting month, the Contractor shall submit a monthly commercial disposal “True-up Statement” report related to franchise services in a format approved by the Department. This report shall indicate and compare monthly disposal amounts paid to the Department and disposal charges invoiced by the Contractor to commercial customers related to franchise services within the reporting month. All disposal charges invoiced by the Contractor and not already paid to the County, as indicated by the report, shall be invoiced to the Contractor by the Department and shall be due within 30 days from the date of the invoice. If the “True-up Statement” report is not received as required above, the Department may charge a late fee of 1% per month and an administrative charge as shown in Section 19 herein. Likewise, the “True Up Statement” shall include a similar accounting record of Advanced Disposal Fees (as defined by County Ordinance 07-25) and the County shall invoice the Contractor for any outstanding or unpaid ADFs owed by the Contractor.

J. Commercial Customers Statement

No later than thirty (30) days after the end of each reporting month, the Contractor shall submit a (monthly) commercial customer billing/invoicing data report. This report shall include a listing and summary of the commercial customer’s billing/invoicing and services information and shall be in a digital format that can be accessed, read and summarized by the County’s software (Microsoft Access or Excel). This report shall include quantity, frequency, disposal, collection fee, container type, etc. and be constructed in a format approved by the County.

K. Information and Documents

The Contractor shall file and keep current with the County all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the County that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedule and maps, driver’s license certifications, and list of Collection equipment vehicles, are current and on file with the County. Route maps shall be provided in a format as approved by the County. Failure to file any document or report within five (5) working days of the required filing date, except where granted an extension by the Contract Administrator, may result in the levy of an administrative fine as provided in Section 19.

7. **HOLIDAYS:** The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When these stated holidays occur on a weekday (i.e. Monday through Friday), the schedule for Solid Waste, Vegetative Waste and Recyclables Collection shall be “set back” by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day’s Collections, for the week, occurring on Saturday instead of Friday. The regular Collection schedule will then commence normally on the Monday following each Holiday week.

8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit II. In the event the requested special service is not included within Exhibit II, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services. Rates charged for Special Services are subject to CPI adjustment for the term of the agreement.
9. **PUBLIC AWARENESS PROGRAM:** It shall be the Contractor's responsibility to provide written information to those customers who do not prepare or set out their Solid Waste or Recycling Materials as specified within this Agreement. All information related to the Solid Waste services shall be approved by the Department prior to the preparation of the documents for distribution. No information regardless of the source shall be provided to the Customers without the prior approval of the Contract Administrator. The County may distribute literature to all residential customers. Once a year, the Contractor shall reimburse the County for postage, printing, and other distribution costs, not to exceed \$0.60 per unit per year

The Contractor shall include in its commercial customer invoices a one page information sheet provided by the County twice per year. Such information sheets shall be mailed separately to customers receiving electronic invoices.

10. **MANNER OF COLLECTION:** The Contractor shall collect Residential Solid Waste, Vegetative Waste, and Recyclable Materials and Commercial Solid Waste, Recycling and Vegetative Waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected provided it does not block access to a driveway or mailbox. The Contractor shall exercise due care and diligence in the Collection process. Every effort shall be made to prevent spilling, scattering or dropping materials during the Collection process. However, in the event that material is spilled, scattered or dropped, the Contractor shall immediately clean up the material, place it in the Container and then empty the Container. Containers must be replaced in a vertical position. If the Container falls over, the Contractor must immediately reset the Container.

Any Garbage Can, Container or Recycling Container damaged by the Contractor shall be replaced by the Contractor within three (3) business days at no cost to the customer, unless otherwise provided within this Agreement. The replacement must be similar in style, material, quality and capacity and must meet the County's requirements for Garbage Cans or Containers. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly replace the Container, Recycling Container or Garbage Can to the point of Collection.

Any Property Damage caused by the Contractor's employees, agents, or subcontractors shall be reported to the Contract Administrator within four (4) hours of the incident.

11. **PERSONNEL OF THE CONTRACTOR:**

- A. The Contractor shall assign a sufficient number of persons to be in charge of the operations within the service area and shall give the name(s) of the person(s) and contact phone numbers to the Contract Administrator.
- B. The Contractor shall employ separate field supervisors for residential collection services in each service area. The Contractor shall employ one or more field supervisors specifically for commercial collection services. Such supervisors shall maintain a work schedule during all normal workdays, i.e., M-F. Supervisors shall not be utilized as Collection vehicle

drivers. New organizational charts shall be supplied when requested or when changes to personnel are made. Field supervisors need to be primarily out in the field where collection is occurring and available to respond to Requests for Action in a timely manner.

- C. The Contractor's Collection employees shall wear a uniform shirt clearly identifying the company's name, during Collection operations. Temporary employees or subcontracted employees performing collection service shall wear a safety vest or high visibility ANSI shirt that clearly displays the Contractors name.
- D. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license classification for the type of vehicle that is being driven.
- E. Contractor shall develop and maintain a "Customer Service Manual" summarizing contract requirements related to all collection and business services. A copy of such manual shall be provided to the County for review at least annually.
- F. The Contractor shall provide operating and safety training for all personnel. County staff shall be allowed to train Contractor personnel on Solid Waste programs and work with Contractor's personnel in the field.
- G. The Contractor's employees shall treat all customers in a polite and courteous manner. Threatening of customers or warning customers of fines and penalties is prohibited.
- H. The Contractor shall provide emergency contact phone numbers including office, home, cellular and e-mail addresses for all key personnel.
- I. The Contractor shall employ in the local business office at least one (1) full-time employee as a sales/business representative exclusively assigned to business and Multifamily customers for this Service Area.
- J. The Contractor shall employ at least one full-time customer service representative per 8,000 residential units exclusively for this Service Area.
- K. The Contractor shall assign at least one full-time employee for delivering, repairing, and maintaining contractor owned/provided Containers and county owned recycling containers exclusively for this Service Area.

12. SPILLAGE:

The Contractor shall not litter nor cause any spillage to occur upon the premises, roadway, the right-of-way or the receiving facilities wherein the Collections occur and the materials collected are deposited. During hauling, all Solid Waste, Vegetative Waste and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by the Contractor, for any reason or source, the Contractor shall promptly (within 4 hours) clean up all spillage and leakage at no cost to the County or the customer. The County shall be notified of all spills within two (2) hours of occurrence. If the Contractor can prove that responsibility for the litter or spillage was caused by a third party, and no other recourse for reimbursement exists, the County will reimburse the Contractor for the audited additional clean-up costs.

13. SOLID WASTE AND MATERIAL RECYCLING FACILITIES:

The County shall make all determinations regarding where Solid Waste, Vegetative Waste and Recyclables are delivered. All Residential Solid Waste, Commercial Solid Waste, Residential Vegetative Waste, and Residential Recyclable Material shall be hauled to a site or facility designated to the Contractor by the Contract Administrator. The Contractor's personnel and subcontractors shall adhere to all rules and regulations at the designated disposal and processing facilities and shall be responsible for any damage due to negligence.

Commingling of Waste: It is prohibited to commingle waste material from other municipalities or other Service Areas with waste materials collected in this Service Area unless otherwise authorized by the Contract Administrator in writing.

All routing, Collection scheduling, equipment and personnel are to be planned and priced based on delivery/disposal at the following sites and in accordance with County and State Laws:

Recyclables -- Lee County Materials Recycling Facility (MRF) on Buckingham Road. Business and Institution recyclables also accepted.

Vegetative Wastes -- The County's Processing Site on Buckingham Road. The Contractor shall deliver 60% of the vegetative waste (MSW) collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, FL, as designated and directed by the Contract Administrator.

Municipal Solid Waste (non-hazardous, non-infectious)-- Lee County Resource Recovery Facility on Buckingham Road, as directed by the Contract Administrator. The Contractor shall deliver 60% of the municipal solid waste (MSW) collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, FL, as designated and directed by the Contract Administrator.

Construction and Demolition Debris -- Lee County Resource Recovery Facility on Buckingham Road and/or the Lee/Hendry Landfill. Any licensed, permitted disposal/recycling facility as authorized by the State to provide such services.

Designated Facilities may change from time to time, and the Contractor or County may be compensated for permanent changes in designated Disposal/Recycling Facilities, which significantly lengthen or reduce, respectively, the average travel distance from the Service Area.

14. COLLECTION EQUIPMENT:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and annually thereafter, the Contractor shall provide, in a format specified by the Contract Administrator, a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste and Recycling Collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. The County has the right to inspect collection equipment during collection

routes. Equipment utilized for Collection of Recyclable Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment that will be put into service within two (2) hours of any breakdown and a prompt notification shall be provided to County Staff. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads (i.e., gross vehicle weight not to exceed 15 tons). Service on these substandard roads shall be a minimum of one combined Solid Waste and Vegetative Waste Collection and one separate Recycling Collection per week. In the event that Solid Waste designated to be disposed of at the Resource Recovery Facility has to be disposed of at the a landfill, the Contractor shall make arrangements to keep tires separated from other Solid Waste.

The Contractor's vehicles, roll-off Containers, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment and the equipment identification number shall also be on the front and rear of each vehicle. The Contractor shall allow commercial customers to select either top loading or side loading 6 and 8 cu. yd. dumpsters and shall provide the type requested by the commercial customer. All vehicles utilized for the Collection of Recyclable Material shall be clearly identified for that purpose. Letters and numbers shall be at least six (6) inches high and of proportionate width unless otherwise approved by the Department. This identification shall be affixed to each vehicle and piece of equipment. The Contractor shall provide a list of equipment used in the service area, including equipment number. All vehicles shall be kept clean (i.e., washed at least once per week), in sanitary condition, good repair and meet community standards of appearance at all times. The County shall be the sole judge of community standards of appearance. At a minimum, all Compactors, and other Contractor owned Containers are to be cleaned (washed) and sanitized as needed or when requested by the County, or at least twice annually. The noise level for the Collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the Collection vehicle and at an elevation of five (5) feet from the horizontal base plane of such vehicle. All vehicles, Containers (except roll-offs), transfer trailers, etc. shall have enclosed tops and such tops and/or tarps shall remain closed while a vehicle is in motion.

15. VEGETATIVE WASTE:

All Vegetative Waste shall be collected separately from Solid Waste and Recyclable Materials unless otherwise provided in this Agreement. For Curbside Residential Collection Service, all grass clippings, leaves, pine needles or other similar loose waste shall be bagged or containerized, otherwise, Vegetative Waste must be no more than six(6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb. Vegetative Waste consisting of limbs, bushes, or other similar items shall be bundled and tied, or containerized. Up to 50 pounds per Dwelling Unit per Collection of unbundled palm fronds may be placed neatly at curbside for Collection.

16. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:

The Contractor shall not be required to collect and dispose of Special Waste, but may offer such service in the Service Area. All such Collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

17. OFFICE AND EQUIPMENT YARD:

The Contractor shall maintain an office within Lee County where questions and complaints will be received. It shall be equipped with sufficient phone lines (no less than five per service area) and phone equipment, and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 7:30 a.m. to 5:00 p.m., Monday through Friday and 7:30 am to 12 pm on Saturday. In addition, sufficient personnel fully dedicated to Lee County, Florida shall be onsite at office answering phone calls for customer service within Lee County boundaries beginning at 7:30 a.m. and continuing throughout the day as long as any Collection vehicles are working. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County. The Contractor shall provide an answering machine or messaging system during non-office hours for customer requests and questions to be responded to no later than the following business day. The Contractor shall also have a website for the purpose of providing information to residential and commercial customers. The Contractor shall provide a contact person for the County to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of County direction or situations requiring immediate attention. An equipment yard must be established within Lee County no later than August 30, 2022. Failure to establish an equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location, either owned or leased by the contractor for the term of this Agreement that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area. The equipment maintenance areas shall be under roof and have a concrete floor. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

18. COMPLAINTS:

The Contractor shall resolve all service complaints as soon as possible. For example, each missed Solid Waste/Recyclables/Vegetative Collection must be collected on the same day it is missed. All complaints related to Collection services received by the Department shall be directed to the Contractor for resolution. The Department may issue a "Request for Action" to the Contractor with a reference number. All Requests for Action shall be recorded in a complaint log by the Contractor. The Contractor shall make contact with the complainant within one business day. The complaint must be resolved within one business day after the Contractor receives it. When the complaint has been resolved, the Contractor shall forward a memorandum with the reference number and a brief explanation of the resolution. The memorandum shall also include measures that will be used by the Contractor to minimize any re-occurrence of the same type of complaint. When the complaint cannot be resolved within two business days, an interim explanation will be forwarded to the Department until resolved. In the event the complaint cannot be resolved, the Department shall resolve the problem, which may include charging the Contractor for any and all costs. A listing of all non-compliant and tagged customer set-outs from the previous work day shall be provided to the County each work day morning and will include all salient information. Non-compliant solid waste, recycling, and vegetative waste not properly tagged by the Contractor shall be collected by the Contractor within 24 hours.

The Contractor shall submit a statistical report to the Department, monthly, summarizing the quantity and type of customer complaints received by the Contractor for the previous month, in a format approved by the Department.

The Contractor shall provide the Department with a full written explanation of the disposition of any incident involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors.

19. QUALITY OF PERFORMANCE OF CONTRACTOR:

It is the intent of this Agreement to ensure that the Contractor provides a high quality level of Solid Waste and Recycling Collection services. To this end, all complaints received by the Department, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. The Contract Administrator may levy an initial fine of \$100.00 administrative charge and may compound up to \$500.00 per incident administrative charges at the County discretion for repeat service failures at the same location for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

1. Throwing of Garbage Cans or Recycling Containers.
2. Failure to collect Recyclable Materials, Solid Waste, or Vegetative Waste on schedule.
3. Failure to replace Garbage Cans, Containers and Recycling Containers to the point of Collection.
4. Failure to provide the Department, in a timely manner, any reports, documents, or information required by this Agreement.
5. Charging a customer for the disposal of Recyclables, unless the County charges a tipping fee at the Materials Recycling Facility.
6. Failure to collect Bulky Items/White Goods in a timely manner.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement at \$100.00 per day per incident including, but not limited to:

1. Failure to provide clean, safe, sanitary equipment
2. Failure to maintain office hours as required
3. Operator not licensed
4. Failure to clean spillage
5. Failure to cover materials on Collection vehicle(s)
6. Collection employees out of uniform
7. Name and phone number, and if applicable, size and other information not displayed on equipment or Containers
8. Providing exclusively prohibited service in another Contractor's area, without prior authorization by the Contract Administrator.
9. Not providing schedules and route maps
10. Speeding upon conviction
11. Using improper truck to service commercial or residential customer
12. Failure to submit disclosure notice to either customer or Contract Administrator
13. Failure to report Recycling activity monthly, in the format determined by the County, for the purpose of tracking and verifying countywide Recycling activity
14. Failure to respond to customer calls in a timely and appropriate manner
15. Failure to place a written notice on Containers or on or near the customers Can or curbside location, as necessary, to inform the customer of a non-compliant 'set-out' action
16. Failure to replace or provide Containers or Recycling Container(s) as specified in

this agreement.

17. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.
18. Failure to follow Disposal Facility rules
19. Failure to take precautionary measures to prevent spillage
20. Failure to commence and/or maintain Recycling Collection for Multifamily Dwelling Units or Commercial Properties in a timely manner

Changing routes, including starting point, without proper notification to the Contract Administrator and customer will result in a \$3,000.00 administrative charge per incident.

Commingling Solid Waste, Vegetative Waste, and/or Recyclable Materials will result in the following penalties:

- First Offense \$2,000.00 administrative charge.
- Second Offense \$5,000.00 administrative charge.
- Third Offense \$10,000.00 administrative charge.

Failure to deliver any Commercial or Residential Solid Waste, Vegetative Waste, or Recyclable Materials to a Designated Facility will result in the following penalties:

- First offense, \$2,500.00 administrative charge.
- Second offense, \$10,000.00 administrative charge.
- Third offense, termination of franchise.

Failure to complete, either partially or totally, a route on the regular scheduled Collection day shall be \$1,000 for each route per day not completed. An incomplete route constitutes ten or more homes on one scheduled route.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the County and present its defense to such assessment.

The County shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the County will be final.

20. NATURAL DISASTERS:

In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such natural disaster, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules will be resumed. The Contract Administrator shall

make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some natural disasters may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The Contractor shall receive extra compensation above the normal compensation contained in this Agreement to cover the costs to include rental equipment, additional personnel, overtime hours, and other expenses provided by the Contractor and such additional cost and compensation shall be included in and not exceed the unit price amount as set forth in Exhibit II. The Contractor shall first secure written authorization and approval from the Contract Administrator prior to the work being performed. All such costs may be audited by the County's Contract Administrator.

During the month of March each year, the Contract Administrator will review the County's current disaster preparedness plan to coordinate the activities of the Contractor in the event of a natural disaster. On March 1 of each year the Contractor is required to provide a disaster preparedness plan to the Contract Administrator for review and approval. This plan shall include provisions for additional manpower and equipment and will provide a reasonable, verifiable rate for Collection in the event of a natural disaster. In the event that excess work resulting from a natural disaster is compensated by the Federal Emergency Management Agency, or any other local, state or federal agency, the extra compensation shall be subject to such agency's approval. The Contractor shall update the natural disaster plan each year during the term of this Agreement for the Contract Administrator's review and approval.

21. UNCONTROLLABLE CIRCUMSTANCES:

Neither the County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. PERMITS AND LICENSES:

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes to the required licenses or permits shall be reported to the County within ten (10) working days of the change.

23. PERFORMANCE BOND:

The Contractor shall furnish to the County a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank in Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit V, attached. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the County. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the County Attorney and the Contract Administrator and shall be maintained during

the term of this Agreement as provided in Section 1. The value of the performance bond shall be revised each year based on the preceding year's amount of revenue, as indicated in Exhibit V. The bond(s) shall be endorsed to show Lee County, a political subdivision of the State of Florida, to provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the County. Current performance bonds evidencing required coverage must be on file at all times.

24. EMPLOYEE WAGES AND BENEFITS:

The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall provide for its full time employees, at a minimum, one week paid vacation leave, one week paid sick leave and paid holidays as recognized in Section 7 herein. The Contractor shall provide, at the Contractor's expense, medical insurance benefits for its full time employees. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

25. INSURANCE:

A. Insurance Coverage Certificates. Through and including the Contract Expiration Date and any Extensions, the Contractor shall secure and continuously maintain through the term of this Agreement, the insurance specified in Exhibit VIII to protect the Contractor and the County from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise out of or result from the Contractor's obligations and operations under this Agreement or anyone directly or indirectly employed by it for whose acts or omissions it may be liable. The Contractor shall not establish and give, nor shall the County recognize, any notice to the County of the commencement of services unless and until the Contractor shall have provided the County proof (including Certificates of Insurance) that the insurance coverage listed in Exhibit VIII and required to be secured by the Contractor have been secured and will be in full force and effect on the commencement of services. All certificates of insurance shall (i) be furnished to the County prior to the commencement of service, (ii) be in a form and coverage satisfactory to the County, (iii) list the various coverage, and (iv) contain, in addition to any provisions otherwise required, sixty (60) days prior written notice of cancellation, non-renewal or material change in the policies given to the County by registered mail, return receipt requested. All such notices shall name the Contractor and identify this Agreement.

B. Contractor Obligations and Policy Requirements.

1. The Contractor's insurers shall have no right of recovery or subrogation against the County or the Contractor for claims related to acts, omissions or negligence by Contractor or its agents and employees, it being the intention of the Parties that any insurance policy so affected shall protect both Parties and be the primary coverage for any and all losses covered by the insurance listed in Exhibit VIII.
2. The County shall be named as an additional insured with respect to the Contractor's negligence in the performance of its obligations or operations under this Agreement; ISO Forms CG 20 10 (form B).

3. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums or for assessments under any form of policy.
4. The Contractor, and subcontractor(s) and lower tier contractor(s) that may be retained by the Contractor, if any, shall assume and shall be solely responsible for the satisfaction of any and all deductibles and self-insured retention contained in their respective insurance coverage as well as any excluded loss or losses.
5. All insurance required to be secured and maintained under this Agreement shall be procured from insurance companies authorized to do business in the State, and all such insurers shall have a rating of at least A:VI in the latest edition of Alfred M. Best's Insurance Reports.
6. If, at any time during the term of this Agreement, any policy listed in Exhibit VIII shall be or becomes unsatisfactory to the County as to form or substance or if an insurance company issuing any policy in Exhibit VIII shall be or become unsatisfactory to the County, the Contractor, upon notice thereof from the County, shall immediately obtain a new and substitute policy, submit the same to the County for approval, and submit a certificate and copy of the policy to the County as provided in Section 7.01.
7. Failure of the Contractor to secure and/or maintain the insurance listed in Exhibit VIII shall not relieve it from any liability under this Agreement, nor shall the insurance requirements herein be construed or interpreted as conflicting with the indemnification obligations of the Contractor pursuant to Section 26, herein.
8. The Contractor's obligation to secure, deliver and maintain the insurance policies and coverage specified in this Agreement shall be considered as "material" for purposes of Section 30.A.

26. **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

- A. Indemnification.** To the fullest extent provided by applicable law, the Contractor shall protect, defend, indemnify and save the County, its agents, officials, commission members, employees, servants, including volunteers, any firm, company, organization or individual, or their contractors or subcontractors with whom the Contractor may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, including incidental, special, actual, punitive, consequential, indirect and environmental pollution, judgments, losses, costs, expenses, suits, actions, and causes of action of every kind and character, including, but not limited to, claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Contractor's performance or non-performance of its obligations or operations under this Agreement, regardless whether others may be wholly, concurrently, partially or solely negligent, or strictly liable, or absolutely liable or otherwise at fault, except damages arising out of injuries or property claims to third parties caused partially or fully, by the negligence or willful misconduct of, or a breach of this Agreement or a violation of the law on the part of the County, its officials, commissioners, employees or agents. Further, the Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. The Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the

Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity. The parties recognize and acknowledge that the first \$100 paid under this Agreement is consideration for this indemnification and any other indemnity given by the Contractor pursuant to this Agreement.

B. Waiver. The Contractor and the County hereby waive monetary claim(s) arising pursuant to this Agreement for recovery from the other for any and all loss or damage to the other resulting from the performance of this Agreement, which loss or damage is covered by collected insurance policy proceeds; and the Contractor and County will require their respective insurers to waive all rights of recovery and subrogation against the County or the Contractor as the case may be.

C. County Limitation of Liability. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT BECAUSE OF THE UNIQUE NATURE OF THE UNDERTAKINGS CONTEMPLATED BY THIS AGREEMENT, IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES THAT WOULD OR MIGHT BE INCURRED BY THE COUNTY AS A RESULT OF A BREACH OF THIS AGREEMENT BY THE COUNTY. HOWEVER, IN NO EVENT, BECAUSE OF A BREACH OF THIS AGREEMENT OR ANY OTHER CAUSE, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY, DELAY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SUITS BY THIRD PERSONS, SHALL THE COUNTY BE LIABLE FOR OR OBLIGATED IN ANY MANNER, EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY RECOGNIZED IN THIS AGREEMENT, TO PAY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE INCURRED BY IT WHETHER OCCURRING DURING OR SUBSEQUENT TO THE PERFORMANCE OF THIS AGREEMENT.

D. Survival. This Section 26 shall survive the termination of this Agreement.

27. ACCESS AND AUDITS:

A. Contractor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

County in a format that is compatible with the information technology system of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

C. Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

D. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

E. Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

F. Contractor shall retain all records associated with Agreement for five (5) years after final payments and all other pending matters are closed.

G. The Contractor shall provide the County a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the results of operations respectively of the Contractor for each Service Area. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with Generally Accepted Accounting Principles, which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material aspects, in conformity with Generally Accepted Accounting Procedures. The annual audit shall reflect, at the very least, the format shown in Exhibit IV and the format must be approved by the County. The annual audit shall be delivered to the County within ninety (90) days of the twelve (12) month period ending the Contractor's fiscal year. If the Contractor's fiscal year coincides with the calendar year, the first year's audit shall be for a period of fifteen (15) months. No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner. Contractor shall perform commercial solid waste and recycling route audits annually.

28. POINT OF CONTACT:

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the Contract Administrator or designee.

29. NOTICE:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the County:

**Lee County Solid Waste Department
10500 Buckingham Road, Suite 200
Ft. Myers, Florida 33905**

Attention: Director

As to the Contractor:

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

30. EVENTS OF DEFAULT:

A. Events of Default by Contractor. The following shall constitute Events of Default by the Contractor:

1. Persistent and repeated failure or refusal of the Contractor to perform timely, any obligation under this Agreement, unless such failure or refusal is clearly recognized, justified and excused by the terms and conditions of this Agreement, provided, however, insofar as such failure or refusal relates to payment obligations of the Contractor, Section 30.A.2 shall govern.
2. Failure of the Contractor to pay amounts owed to the County under this Agreement within thirty (30) days following the date they become due and owing.
3. The Contractor's or the Guarantor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (b) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor or the Guarantor under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (c) any action or answer by the Contractor or the Guarantor approving of, consenting to, or acquiescing in, any such proceeding, or (d) the levy of any distress, execution or attachment upon the property of the Contractor or the Guarantor which shall substantially interfere with its performance hereunder; provided, however, that with respect to the Contractor only under this Section 30.A.3, an Event of Default on the part of the Contractor under this Section 30.A.3 shall not be deemed to have occurred if caused primarily by an Event of Default on the part of the County under Section 30.B.2
4. The default of the Guarantor under the Guarantee.

B. Events of Default by County. The following shall constitute Events of Default on the part of the County:

1. persistent and repeated failure of the County to perform timely any material obligation under this Agreement, except the Event of Default described in Section 30.B.2;

2. failure of the County to pay amounts owed to the Contractor under this Agreement within thirty (30) days following the time they become due and payable; or
3. (a) the County's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (b) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the County under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (c) any action or answer by the County approving of, consenting to, or acquiescing in, any such proceeding, or (d) the levy of any distress, execution or attachment upon the property of the County which shall substantially interfere with its performance hereunder.

D. Default Notices. Neither Party may exercise its termination rights pursuant to Sections 31.A or 31.B, as applicable, unless and until such Party shall have given the other Party written notice of its failure or refusal to perform pursuant to, as applicable, Sections 30.A.1, 30.A.2, 30.B.1, or 30.B.2. If an Event of Default specified in a required notice of default is cured within thirty (30) days after such notice, no Event of Default shall occur pursuant to such notice. The occurrence of an Event of Default specified in Sections 30.A.3 or 30.A.4, or 30.B.3 shall not require any notice.

31. TERMINATION:

A Contractor Termination for Event of Default.

1. If the County shall have given the Contractor notice that an Event of Default has occurred pursuant to Section 30.A.1 or 30.A.2, the County may terminate this Agreement upon thirty (30) days prior notice to the Contractor.
2. If an Event of Default has occurred pursuant to Section 30.A.3 or 30.A.4, or Section 32, the County may terminate this Agreement forthwith.

B County Termination for Event of Default.

1. If an Event of Default has occurred pursuant to Section 30.B.3, the Contractor may terminate this Agreement forthwith.
2. If the Contractor shall have given the County notice that an Event of Default has occurred pursuant to Section 30.B.1 or 30.B.2, the Contractor may terminate this Agreement upon thirty (30) days prior notice to the County.

C Termination for Labor Unrest.

If personnel employed by the Contractor and performing services pursuant to the Contractor's obligations under this Agreement shall go on a labor strike or slowdown, or if a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contractor from performing its material obligations under this Agreement, the County may, in its sole discretion, by notice to the Contractor, terminate this Agreement forthwith.

D. Termination by Law.

If the exclusive franchise or the County's direction of Solid Waste under this Agreement becomes unenforceable, then the County or the Contractor may terminate this Agreement forthwith. The Contractor hereby agrees not to be a party or participant to any action contesting the enforceability of this Agreement.

In the event of such termination neither the County nor the Contractor shall have any legal or equitable remedy against the other for such termination except to the extent provided in Section 31.G, except when the Contractor violates the above agreement Section 31.F shall apply on a County termination.

E. Remedies of the Contractor.

1. If the Contractor terminates this Agreement pursuant to Sections 30.B.1 or 30.B.2, the Contractor shall receive \$200,000 if termination occurs during the first year, \$100,000 if termination occurs during the second year, \$50,000 if termination occurs during the third year, \$10,000 if termination occurs during the fourth year and \$10,000 if termination occurs the fifth year of this Agreement, as liquidated damages.
2. If the Contractor terminates this Agreement pursuant to Section 30.B.3, the Contractor shall have the right to seek legal and equitable remedies provided by law for such Event of Default.

F. Remedies of the County.

If the County shall terminate this Agreement pursuant to Section 31.A or 31.C, the County shall have the right to seek legal and equitable remedies provided by law for such Event of Default and termination right, respectively, and the County shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors or any other person or company for the service of the Service Area.

G. Manner of Termination Payment.

All performance and payment obligations under this Agreement, including payment of all fees and charges that are due and owing, shall continue pursuant to the terms of this Agreement and any amount accrued but unpaid prior to termination shall, if due and owing, be payable in accordance with this Section 31.G. Except as otherwise specifically provided in this Agreement with respect to the time of payment following termination, within ninety (90) days following termination of this Agreement, the County and the Contractor shall reconcile all amounts then due and payable to each other under the terms of this Agreement. Upon reaching, as a result of such reconciliation, the total amount of the outstanding unpaid balance which the County and the Contractor owe the other, the County and the Contractor shall, within thirty (30) days thereafter, make the final payments in complete discharge of their obligations under this Agreement, except those obligations which survive the termination of this Agreement. Payment obligations under this Section are subject to Sections 6.G and 6.H.

H. Remedies.

The remedies specifically set forth in this Agreement are exclusive, and the Parties waive any other remedies they may have at law or in equity; provided, however, that either Party may seek judicial enforcement of any remedy provided herein and any amounts payable hereunder. The Parties agree and acknowledge that the damages provided for in this Agreement are to be liquidated damages and shall be the sole and exclusive measure of damages or liability for any breach or non-performance by the Parties under this Agreement and that the provisions for damages set forth herein are intended to measure as accurately as possible the direct damages of the Party entitled to such damages and are not intended to include punitive, special, consequential, incidental or indirect damages.

I Survival.

This Section 31 shall survive the expiration or termination of this Agreement.

32. CONFLICT OF INTEREST:

The Guarantor and the Contractor confirm that at no time during the term of this Agreement, shall the Contractor, nor any related person, subsidiary, corporation or company, whether by itself or through a relative, its parent(s), subsidiary(s) or holding companies, provide Solid Waste transfer operations, trucking services and/or disposal services for any incorporated City or Town within Lee County, whereby any such transfer and/or disposal services involve the transfer and/or disposal of the City's or Town's Solid Waste to a disposal site not owned by Lee County or under contract to Lee County for the disposal of Solid Waste. If the Contractor, or any related entity, person, subsidiary, parent corporation, etc., provides any such transport/trucking services and/or disposal services for any incorporated City or Town within Lee County, then such action shall be considered an Event of Default.

33. RIGHT TO REQUIRE PERFORMANCE:

The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

34. TITLE TO WASTE:

The County shall, at all times hold title and ownership to all Commercial and Residential Solid Waste, Vegetative Waste, Trash, Recyclable Material (with the exception of Recyclables from Commercial Recycling Collection Service), and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator. The Contractor agrees to transport and deliver all such materials to the locations and facilities designated by the County or Contract Administrator.

35. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Lee County and the Agreement will be interpreted according to the laws of Florida.

36. COMPLIANCE WITH LAWS:

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

37. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

38. ASSIGNMENT AND SUBLETTING:

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor to any entity not affiliated with Contractor without the express written consent of the County, which consent shall not be unreasonably denied or delayed. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the County under this Agreement to the Contractor shall cease, and County shall have the right to call upon the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment approved by the County, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than three (3) Solid Waste and Recycling Collection Franchise Agreements with the County, when such three (3) Franchise Agreements results from the acquisition of an additional franchise or franchisee.

For purposes of this section, a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 5% stock or financial interest of another person, corporation or company.

For purposes of this section, assignment means: (1) Selling, exchanging, or otherwise transferring to a third party effective control of Contractor management; (2) Selling, exchanging, or otherwise transferring to a third party any of the Contractor's assets dedicated to its performance obligations, herein, unless such assets are promptly replaced with assets of greater or equal value and equivalent function; (3) Issuing stock or selling, exchanging, or otherwise transferring eight (8) percent or more of the then-outstanding common stock of the Contractor or Guarantor to an entity other than the shareholders owning said stock as of the Contract Date; (4) Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction that results in a change of ownership or control of the Contractor or the Guarantor; (5) Any combination of the foregoing (whether or not in related or contemporaneous transactions) that effects a change of ownership or

control of the Contractor.

39. MODIFICATION:

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification, unless specifically recognized in this Agreement, shall be in the form of an Amendment executed by both parties.

40. REPRESENTATIONS:

A. Representations of County. The County represents to the Contractor that:

1. The County is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
2. As of the Contract Date, the County has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof by the County (i) have been duly authorized as evidenced by the certified copies of the pertinent resolutions by the Board, (ii) do not require any other approvals by any other governmental officer or body, other than those permits or approvals that may have to be renewed or reissued during the term of this Agreement, (iii) do not require any consent or referendum of voters, (iv) will not violate any judgment, order, law or regulation applicable to the County, and (v) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound or affected.
3. This Agreement has been duly entered into by the Board and, as of the Contract Date, constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.
4. To the best of the County's knowledge as of the Contract Date, there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the County of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the County in connection with the transaction contemplated hereby.

B. Representations of Contractor. The Contractor hereby represents to the County that:

1. The Contractor is qualified to do business in the State and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
2. As of the Contract Date, the Contractor has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) do not require the approval of any governmental office or body, other than applicable permits or approvals that may have to be renewed or reissued during the

term of this Agreement, (iii) will not violate any judgment, order, law or regulation applicable to the Contractor or any provisions of the Contractor's articles of incorporation and by-laws, and (iv) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected.

3. There has been no material adverse change in the Contractor's or the Guarantor's financial condition since January 1, 2012 which would impair the Contractor's ability to perform its obligations under this Agreement or the Guarantor's ability to fulfill its obligations under the Guarantee.
4. This Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor, fully enforceable in accordance with its terms.
5. To the best of Contractor's knowledge, as of the Contract Date, there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Contractor's knowledge, threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor in connection with the transaction contemplated hereby.

41. ANNEXATIONS AND MUNICIPALITIES:

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor and this Section.

The annexation of any portion of the unincorporated Service Area by a City or Town (such City or Town having incorporated prior to the Contract Date) may require the Contractor to relinquish any or all exclusivity of its Solid Waste Collection services in that portion of the Service Area and such portion may become exclusive to another entity pursuant to municipal decisions. Any such relinquishment will be made by the Contractor at the sole discretion and decision of the County. Any and all such relinquishment of exclusive Solid Waste Collection services required by the County due to annexation of a portion of the service Area shall have no effect on the Contractor's Collection fees or rates (as adjusted) as established in Exhibit II.

42. CHANGE OF LAW:

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of Collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

43. OTHER RATE ADJUSTMENTS:

The County will strictly enforce all of the provisions of the Franchise Agreement including penalty clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor proposed pricing is too low or agreed to do the work for a lower proposer's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low price, shall result in cancellation of all Solid Waste and Recycling Collection Service Franchise Agreements for all Service Areas entered into with the Contractor.

44. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor shall use its best efforts consistent with applicable law to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for work and, to the extent the Contractor is permitted to subcontract work, with respect to this Agreement, the Contractor is required to comply with all applicable federal, State, County and local directives respecting equal employment opportunity programs.

45. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- A.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D.** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G.** In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H.** The Contractor will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

46. PUBLIC ENTITY CRIMES:

No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

47. COMMUNITY SERVICE:

Various community and non-profit groups assist Lee County by conducting volunteer community, beach or wetlands clean-ups to remove accumulation of debris. Lee County encourages residents

to manage their Solid Waste appropriately, so that littering is minimized. However, the County also recognizes the benefit of community clean-ups for certain problem areas.

The Contractor shall provide up to 200 cubic yards of Container service per year for Department approved, non-profit group clean-ups in the Service Area. Contractor's service shall include Container or roll-off drop prior to the event, hauling the collected material, and disposal cost. This service shall be provided at no extra charge to the County or Community.

The Contractor shall provide personnel to perform litter Collection on approximately one and one-half miles of Buckingham Rd. at least one time every 5 weeks.

48. CITIZENS DROP OFF AREA:

Beginning October 1, 2020 with Service Area 1, and rotating annually each October 1st, the Contractor for each service area shall be responsible for funding a full time employee contracted by the County to oversee the activity at the Citizen's Drop Off Area (6:00AM – 6:00PM M-F, 6:00AM – 12:00 Sat or 6:00AM – 5:00 Sat following a Holiday) of the Lee County Resource Recovery Facility.

Duties of this individual shall include, but not be limited to, insuring the receipt of acceptable materials for disposal, traffic control, and housekeeping. This individual shall further insure that customers weigh in and out at the scales as required, and work closely with the Department to provide a safe, secure, and efficient location for disposal of material brought in by residential and commercial customers.

49. PILOT STUDIES:

During the Term of this Service Agreement, the County may conduct pilot studies to evaluate strategies that increase waste reduction, improve collection efficiency, and/or reduce solid waste management costs. The Contractor shall cooperate with the County in conducting such pilot studies, and shall enter into good faith negotiations with the County, if deemed necessary, for additional services provided by the Contractor to carry out pilot studies.

50. CONTRACT PREPARATION AND TRANSITION PLAN:

Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for Collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit VII. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit VII, the County has the right to fine and collect \$10,000 for each task deadline missed. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area. If routing changes for customers are such that they would not receive collection service for more than seven (7) days, then the Contractor will provide an additional Collection service between the old Collection Day and the newly routed Collection day as approved by the Contract Administrator. Such additional Collection may warrant advanced written notification to the customer in form of a "door-hanger" as approved by the County and may apply during a transition from one Contractor to another Contractor.

In Witness Whereof, Lee County, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and, has executed this Agreement all as of the day and year first written above.

ATTEST: CLERK
OF CIRCUIT COURT
KEVIN C. KARNES, CLERK

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: *Melissa Butler*
Melissa Butler
Deputy Clerk

By: *[Signature]*
Chair

DATE: 6-17-22

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

By: *[Signature]*
Office of the Lee County Attorney

WASTE PRO OF FLORIDA, INC.
Company Name

By: *[Signature]*
Authorized Signature

Witness:
1. *[Signature]*

Name: KEITH BANASIAK

Witness:
2. *[Signature]*

Title: SVP/COO



(Corporate Seal)



EXHIBITS

EXHIBIT I

GUARANTEE

This Guarantee made as of the 17th day of June, 2022, by Waste Pro USA, Inc. ("Guarantor"), having its principal place of business in Florida, to and for the benefit of Lee County, Florida, a political subdivision of the State of Florida, ("County"),

WITNESSETH:

WHEREAS, Waste Pro of Florida, Inc., a Florida corporation, (the "Company") having an office at, 2101 W. SR 434, Longwood, Florida 32779, has entered into the Service Agreement (the "Agreement") with the County dated as of June 17th, 2022.

WHEREAS, Guarantor is willing to guarantee, as set forth below, the performance of the Company under the Agreement; and

Commissioner Cecil L. Pender
Lee County Board of County Commissioners
District 2

WHEREAS, County would not enter into the Agreement unless the Guarantor provided this Guarantee.

NOW, THEREFORE, as an express inducement to the County to enter into this Agreement, Guarantor agrees and guarantees as follows:

Guarantor hereby absolutely and unconditionally guarantees the full and prompt performance by the Company of all of the Company's obligations under the Agreement in accordance with the terms and conditions therein.

This Guarantee shall be governed by the laws of the State of Florida exclusive of the choice of law rules thereof, and Guarantor hereby agrees to the service of process in the State of Florida for any claim or controversy arising out of this Guarantee or relating to any breach hereof.

This Guarantee shall be binding upon and enforceable against the Guarantor, its successors, assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties of Guarantor), whether or not such obligations are expressly assumed by such successor, assignee or transferee and is for the benefit of the County, and any permitted successors and assigns under the Agreement.

This Guarantee may be enforced by the County without first resorting to any legal or administrative actions against Company or exhausting any other remedies that the County may have.

Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate demands may be brought hereunder by the County as each cause of action arises.

No failure or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom such waiver, amendment, release or modification is sought to be enforced.

Guarantor may not assign its obligations hereunder, except to a successor by merger or consolidation or to any transferee of all or substantially all of the assets of the Guarantor. Notice of any such assignment shall be given in writing to the County within thirty (30) days of the effective date of any such merger, consolidation or transfer.

The respective obligations of Guarantor to the County set forth in this Guarantee shall be absolute and unconditional, shall not be subject to any requirement that County first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from Company hereunder before proceeding against Guarantor hereunder, and shall not be subject to any claim of Guarantor against any other Person including the County, other than a claim that the matter giving rise to the County's claim is the subject of dispute resolution in good faith under the Agreement or in the courts of the United States or the State of Florida.

This Guarantee may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The invalidity or unenforceability of one or more provisions of this Guarantee shall not affect the validity or enforceability of the remaining portions of this Guarantee. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County, and may be enforced against Guarantor by the County.

Any term used but not otherwise defined herein and defined in the Agreement shall have the meaning attributed to it in the Agreement.

Notices to be given pursuant to this Guarantee unless otherwise stated shall be in writing and shall be served personally or sent by certified mail, return receipt requested, to:

Guarantor at: Waste Pro USA, Inc. Attn. Keith Banasiak, COO
If By Mail or By Hand 2101 West SR 434, Suite 315 _____
Longwood, Florida 32779

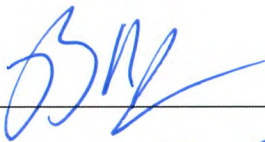
County at: Lee County Solid Waste Department
10500 Buckingham Road, Suite 200
Fort Myers FL 33905

or to such other address as shall be designated by such party in a written notice to the other party hereto. Any notice given pursuant to this Section if transmitted by certified mail shall be effective immediately upon receipt and if delivered by hand upon delivery.

IN WITNESS WHEREOF, Guarantor has executed this instrument the day and year first above written.

ATTEST: _____

ACCEPTED: BY: _



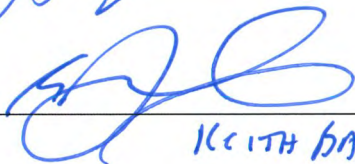

KEITH BANASIAK COO + SUP.

EXHIBIT II
RATE SCHEDULE FOR FRANCHISE SERVICE AREA 4
FY 2022-23

PROCUREMENT MANAGEMENT DEPARTMENT
REVISED PRICE PROPOSAL FORM
Updated 5/4/2022

COMPANY NAME: Waste Pro of Florida
 SOLICITATION: RFP22.0049JB / SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT - FRANCHISE AREA 4

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications:

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s). In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept pricing proposals submitted on proposal forms provided by the County. Pricing proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

The amounts provided below are considered estimates only. The estimates provided are for evaluation purposes only. The County does not guarantee any number of tons or annual amounts within this contract. Contractor's final compensation schedule shall further include County pre-established fees as described in Section 2 of the Special Conditions provided herein.

Service Rates for Solid Waste Recycling Collection Franchise Agreement - Service Area 4

Section A: Residential Dwellings Curbside Collection Services (Single Family)

Item	Collection Description	Dwelling Count (Estimated)	Price Per Dwelling/Month	Collection Months (Per Year)	Extended Amount
A1	Garbage Waste	52,800	\$11.04	12	\$6,994,944.00
A2	Recyclables	52,800	\$6.12	12	\$3,877,632.00
A3	Vegetative Waste	52,800	\$4.29	12	\$2,718,144.00
Subtotal - ANNUAL RESIDENTIAL DWELLING CURBSIDE COLLECTION RATES:					\$13,590,720.00

Section B: Commercial Multi-Family Dwelling Curbside Can Services

Item	Collection Description	Number of Dwellings (Estimated)	Price Per Dwelling/Month	Collections Months (Per Year)	Extended Amount
B1	Garbage and Recyclables	100	\$10.59	12	\$12,708.00
Subtotal - ANNUAL COMMERCIAL MULTI-FAMILY DWELLING CURBSIDE CAN RATES:					\$12,708.00

Section C: Commercial Properties Container Collection Services (Including Multi-Family Dwellings, Businesses and Institutions)

Item	Collection Description	Number of Commercial Containers (Estimated)	Container Rental Price	Collections Price Per PULL	Number of Collections (Estimated)	Extended Amount
C1	Commercial Can	387	\$0.00	\$15.92	60	\$369,662.40
C2	2 CY Dumpster	256	\$0.00	\$39.85	60	\$612,096.00
C3	4 CY Dumpster	199	\$0.00	\$39.85	65	\$515,459.75
C4	6 CY Dumpster	101	\$0.00	\$39.85	52	\$209,292.20
C5	8 CY Dumpster	178	\$0.00	\$39.85	216	\$1,532,152.80
C6	4 CY Vertical Compactor	2	\$3,600.00	\$55.40	208	\$30,246.40
C7	6 CY Vertical Compactor	1	\$3,600.00	\$55.40	156	\$12,242.40
C8	20 CY Dumpster	0	\$7,200.00	\$415.39	0	\$0.00
C9	30 CY Dumpster	6	\$7,200.00	\$415.39	40	\$142,893.60
C10	40 CY Dumpster	4	\$7,200.00	\$415.39	52	\$115,201.12
C11	10 CY Roll Off Container	0	\$1,200.00	\$338.88	0	\$0.00
C12	20 CY Roll Off Container	0	\$1,200.00	\$338.88	0	\$0.00
C13	30 CY Roll Off Container	3	\$1,200.00	\$338.88	35	\$39,182.40
C14	40 CY Roll Off Container	0	\$1,200.00	\$338.88	0	\$0.00
Subtotal - ANNUAL COMMERCIAL PROPERTIES CONTAINER COLLECTION RATES:					\$3,578,429.07	

PRICE PROPOSAL SUMMARY

SECTION A SUBTOTAL - ANNUAL RESIDENTIAL DWELLING CURBSIDE COLLECTION RATES:	\$13,590,720.00
SECTION B SUBTOTAL - ANNUAL COMMERCIAL MULTI-FAMILY DWELLING CURBSIDE CAN RATES	\$12,708.00
SECTION C SUBTOTAL: ANNUAL COMMERCIAL PROPERTIES CONTAINER COLLECTION RATES	\$3,578,429.07
ESTIMATED GRAND TOTAL	\$17,181,857.07

**SPECIAL SERVICES RATES DETERMINED BY THE COUNTY
UNLESS OTHERWISE INDICATED INCLUDES SOLID AND VEGETATIVE WASTE AND
RECYCLING**

(MAY ADJUSTED DURING TERM BASED ON CPI)

Service	Rate per service
Rolling Out Recycling Container, with 25 or more feet per direction	\$1.50 (No charge for less than 25 feet per direction)
Rolling Out Front Load Container (and returning it to original location) ((garbage only))	\$3.75
Second Weekly Curbside Residential Garbage or Trash Collection	\$5.00 per week
Side of House Service (Residential Curbside Only)*	\$2.50
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$12.49 (one time) charge for replacements based on cost +10%
Unlocking and Locking Containers	\$1.87
Supplying (and retrofitting) locking mechanism on Container***	\$62.47
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)**	\$37.48
Additional Scheduled Pick-ups for Containerized Customers	Same as Applicable Commercial Collection Rates (Plus Disposal Charges)
Additional Unscheduled (Not Including "On-Call") Pick-Ups For Commercial And Multifamily Containerized Customers	2 time Applicable Commercial Collection Rates (Plus Disposal Charges)
Special Service Or Special Equipment Required Because Of Impaired Accessibility	Negotiable
Return Roll Off Container To Same Spot Or Round Trip For Roll Off Container.	No Charge
Return Container After Service Was Stopped < 2 cubic yard	\$49.98
Return Container After Service Was Stopped > 2 cubic yard	\$49.98
Collection Of Unbundled (Loose) Yard Waste From Curbside Residential Unit.	\$18.74 per cubic yard

**NOT-TO-EXCEED RATES FOR VEGETATIVE STORM DEBRIS COLLECTION SERVICE
(MAY BE ADJUSTED DURING TERM)**

Cost for collecting excess vegetative storm debris after named storm events if and as directed by The Contract Administrator pursuant to Section 20.	\$18.12 per loose cubic yard and \$30.61 per compacted cubic yard
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EXHIBIT III

REPORTS

This list of reports is an attempt to summarize the reports required by this Agreement but may not be all-inclusive. Content requirements of the reports are detailed within the specific sections of the Agreement.

Section 4.B.2. Recycling Container Delivery Verification from Certificate of Occupancy List Section

4.B.5. Residential Recycling Report

Section 5.A.1. 5th Paragraph Multifamily Recycling Report Section

5.D.4. Commercial Recycling Report

Section 6.E. Franchise Fee (See Exhibit VI)

Section 6.I. True Up Statement Report Section

6. J. Commercial Customers Statement

Section 6 K. Information and Documents

Section 18. Complaints and Non-Compliance List

Section 23. Performance Bonds (See Exhibit V)

Section 27. Access and Audits (See exhibit IV-1 and IV-2)

EXHIBIT IV

ANNUAL FINANCIAL REPORTING FORMAT AND PAYMENT SCHEDULE ADJUSTMENTS

The Contractor shall submit to the County a certified comparative operating cost statement prepared in accordance with generally accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, two (2) separate Statements of Income and Expense will need to be submitted.

The Contractor shall disclose all methods of allocations used to distribute costs between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The Contractor shall provide a description of the expenses classified as Other Operating Expense and Other General and Administration.

The Contractor shall submit to the County any adjustments made during the annual audit that have an effect upon the previously submitted monthly revenue statements for the twelve (12) months of the Fiscal Year being audited.

Any allocations made will need to be disclosed in a narrative format, along with the basis for those allocations. Additionally, it is understood that each Contractor shall utilize the accrual basis of accounting for income and expenses. And although the County reserves the right to audit or review the information supplied, the Contractor is not required to provide an audit of the accompanying information.

Attached is the required format for financial statement reporting in accordance with this Franchise Agreement.

Information provided by the Contractor will be sufficiently detailed as determined by the Contract Administrator. For example, Revenues shall be indicated by type, such as, "Commercial Collection", "Residential Collection", "Disposal Income", etc. Similarly, Operating Expenses shall also be indicated with sufficient detail, such as, "Fees paid for MSW disposal", "Fees paid for Vegetative Waste disposal", Franchise fees, etc. The Contractor shall submit a template for the Annual Financial Report's format to the Contract Administrator each year for review and approval prior to beginning its internal review.

(Contractor)
**Statement of Income and Expenses (Residential
or Commercial) Service Area (#) For (month,
year) ended (month, year)**

Revenues:

(List by type)

Commercial Collection	\$ _____	
Residential Collection	\$ _____	
Disposal Income	\$ _____	
Advance Disposal Fees	\$ _____	
Total Revenue		\$ _____

Operating Expenses:

Depreciation - Vehicles	\$ _____	
Disposal fees paid to the County (separate by materials)	\$ _____	
Franchise Fees paid to the County	\$ _____	
Advance Disposal Fees paid to the Cty.	\$ _____	--
Fuel and Oil	\$ _____	
Labor and Fringe Benefits	\$ _____	
Other Operating	\$ _____	
Truck Maintenance - Labor	\$ _____	
Truck Maintenance - Parts	\$ _____	
Other (explain)	\$ _____	
Total Operating Expenses		\$ _____

General and Administrative

Salaries and Wages	\$ _____	
Officer's Salaries	\$ _____	
Other General and Administrative	\$ _____	
Total General and Administrative		\$ _____

Income before Provision for Income Taxes \$ _____

Provision for Income Taxes \$ _____

Net Income \$ _____

"The Accompanying Notes are an Integral Part of this Statement"

EXHIBIT V

PERFORMANCE AND PAYMENT BOND

By this bond, we [Name of Contractor], as **Principal**, and _____, as **Surety**, are bound to **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, herein called **Owner**, in the sum of **[Annual Contract Price for prior year]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for services known as **[Name of Project]** located at **[Street Address or Legal Description]**, under Lee County Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contact; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

	OWNER	PRINCIPAL	SURETY
NAME	Lee County Board of County Commissioners	[Name of Contractor]	
ADDRESS	2115 Second St. Fort Myers, FL 33901	[Principal Business Address of Contractor]	
PHONE NUMBER	239-533-2221	[Principal Business Phone of Contractor]	

[The remainder of this page intentionally left blank.]

Name of Contractor

DATED THIS _____ DAY

OF _____, 2 _____

By: _____
Printed Name and Title of Signer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

name of person acknowledging.

Signature of Notary Public

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

Name of Surety

DATED THIS _____ DAY

OF _____, 2 _____

By: _____
Printed Name as Attorney in Fact

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

name of person acknowledging.

Signature of Notary Public

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT V
COLLECTION FRANCHISE AGREEMENT
PERFORMANCE BOND REQUIREMENT

The annual performance bond due to the County from the Contractor is calculated as:

The estimated annual total residential collection service fees as initially accepted by the County for the first year of the Contract Term x 0.1 rounded up to the next \$100,000 = Performance Bond Required

Sample Performance Bond Requirement

Total Annual Residential Service Fees \$13,000,000

Annual Performance Bond Requirement = $0.1 \times \$13,000,000 = \$1,300,000$

EXHIBIT VI

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the County no later than thirty (30) days after the end of each reporting month a revenue statement prepared in accordance with generally accepted accounting standards for each curbside residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, two (2) separate monthly statements will need to be submitted.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations as applicable. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this franchise Agreement is shown below.

(Contractor)
Statement of Revenues and Disposal Expenses (Curbside Residential or Commercial) Service Area (#) For (month, year) ended (date)

Revenues:

(List by type - commercial and curbside residential, including Collection rates, container rental, special service rates, etc.)

\$ _____

Total Revenue

\$ _____

Disposal Expenses:

Disposal fees paid to the County*

\$ _____

Net

\$ _____

Franchise Fees (Net * .04)

\$ _____

*Only to the extent that such disposal fees are included in revenue and such inclusion can be demonstrated. The intent is that the Contractor pays its franchise fee to the County based on all of the "Collection Service Revenue" that the Contractor receives (not disposal revenue).

"The Accompanying Notes are an Integral Part of this Statement"

**EXHIBIT VII
CONTRACT PREPARATION AND TRANSITION**

Task	Deadlines	
	Minimum Start Date	Maximum Completion
Provide Transition Report outlining plan to minimize transition problems		6/17/22
Establish Equipment Yard and Office siting	5/28/22	8/28/22
Hire Operations Manager		6/24/22
Submit Residential Curbside Routing	6/28/22	6/28/22
Order/Secure Vehicles	5/28/22	8/28/22
Provide County with truck orders or verification of vehicle source(s)		6/28/22
Establish Commercial and Multifamily Container Routing	6/28/22	8/26/22
Hire Supervisors		6/25/22
Place order or Secure Source for Containers/provide verification to County		7/1/22
Provide Residential Curbside Route Maps to County		8/25/22
Submit Commercial Customer Service Agreement and Disclosure Notice, County Approval		7/10/22
Provide Commercial and Multifamily Routing to County		9/12/22
Equipment Yard and Office Sited and set up		8/28/22
Office and Accounting Staff in place		8/28/22
Maintenance Staff Hired and in Place		8/28/22
Supervisors and Drivers Run Routes	8/28/22	9/30/22
Drivers Hired and in Place		9/14/22
Disclosure notices and invoices mailed to commercial customers		9/14/22

**EXHIBIT VIII
INSURANCE**



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

EXHIBIT IX



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT IX

**DIVISION OF SOLID WASTE
FRANCHISE AREA # 4
DESCRIPTION**

(UNINCORPORATED ALVA AND EAST LEE COUNTY)

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE INCORPORATED AREA OF THE CITY OF FORT MYERS PAST, PRESENT AND FUTURE.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY FLORIDA; THENCE RUN WEST ALONG THE NORTHERN BOUNDARY OF TOWNSHIP 43 SOUTH, RANGE 27 AND 26 EAST TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, AND 24 OF TOWNSHIP 43 SOUTH, RANGE 25 EAST TO A POINT ON THE SOUTHERN SHORELINE OF THE CALOOSAHATCHEE RIVER; THENCE RUN SOUTHWESTERLY AND WESTERLY ALONG SAID SHORELINE TO A POINT ON THE WEST SIDE OF SECTION 4, TOWNSHIP 44 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE WESTERN EDGE OF SECTION 4, 9, 16, AND 21, TOWNSHIP 44 SOUTH, RANGE 25 EAST TO A POINT ON THE CENTERLINE OF STATE ROAD 82; THENCE RUN SOUTHEASTERLY ALONG STATE ROAD 82 TO A POINT ON THE EASTERN SIDE OF SECTION 36 TOWNSHIP 45 SOUTH, RANGE 25 27 EAST; THENCE RUN NORTH ALONG THE EAST LINE OF TOWNSHIP 45, 44, 43 SOUTH RANGE 27 EAST TO THE POINT OF BEGINNING.

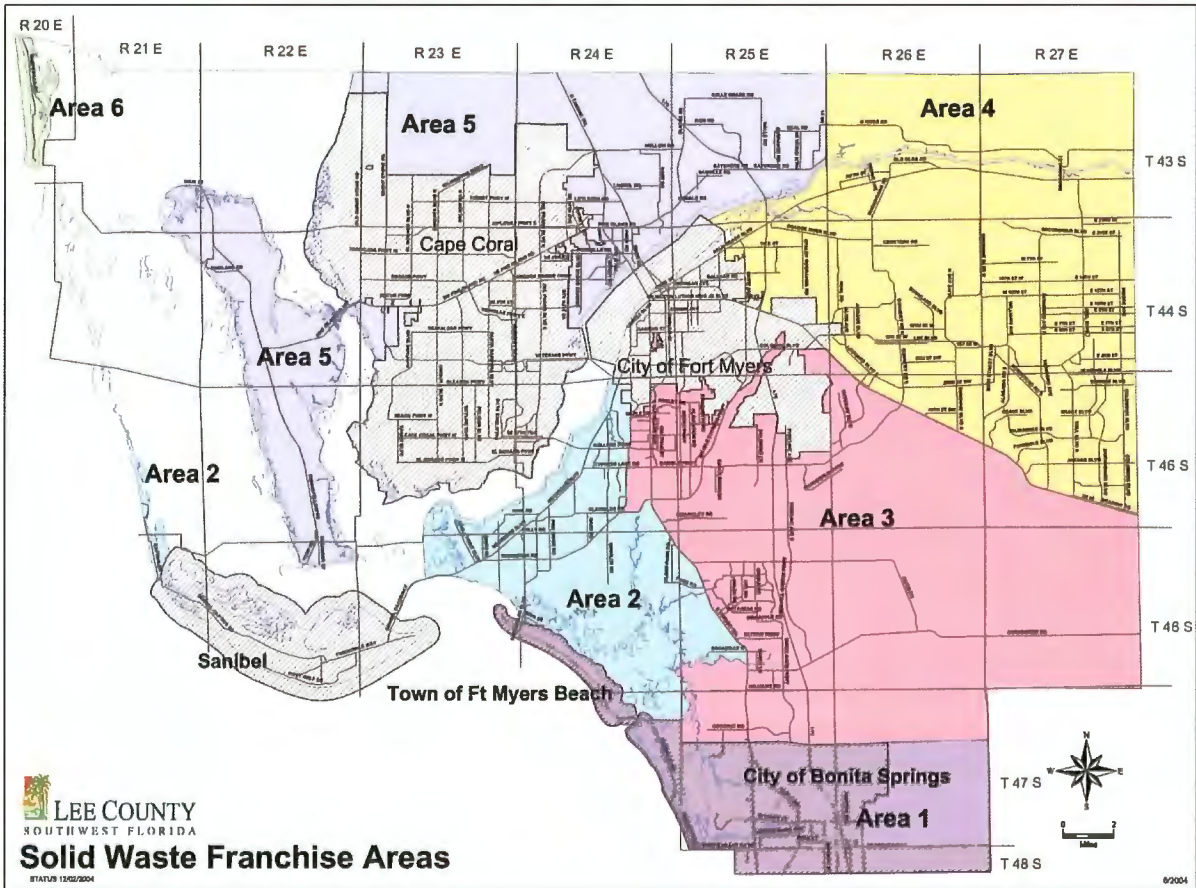


EXHIBIT X
PROJECT FUNDING PACKAGE



Advertise Date: Tuesday, January 25, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP220049BJB
Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement – Service Area 4
Open Date/Time: Friday, February 25, 2022 Time: 2:30 PM
Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Procurement Contact: Brian Boehs Title Procurement Analyst
Phone: (239) 533-8887 Email: bboehs@leegov.com
Requesting Dept. Solid Waste

Pre-Solicitation Meeting:
Type: NON-Mandatory
Date/Time: February 7, 2022, at 11:00 a.m.
Location: Public Works Building, 1500 Monroe St., Fort Myers, FL 33901 – 1st Floor Conf.

All solicitation documents are available for download at
www.leegov.com/procurement

FEMA

**Vendors are required to comply in accordance with
Federal Grant Requirements, 2 CFR part 200,
terms, conditions and specifications.**

Advertise Date: Tuesday, January 25, 2022

**Notice to Contractor / Vendor / Proposer(s)****REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP220049BJB, Solid Waste and Recycling Collection Franchise Agreement – Service Area 4

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, February 25, 2022

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

11:00 AM Monday, February 07, 2022 in the 1st Floor Conference room located at the Lee County Public Works Building at 1500 Monroe St., Fort Myers, Florida 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

Adam Brooke, CPPB

Interim-Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Ordinance 18-22
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 18-22
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

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- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return all required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such

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requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered non-responsive.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to **5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or

manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.

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- 14.2. If information is submitted with a proposal that is deemed “Confidential” the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
 - 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
15. CONFLICT OF INTEREST
- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:
 - 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
 - 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
 - 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.
16. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer may be declared non- responsible.**
17. DRUG FREE WORKPLACE
- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
18. FLORIDA CERTIFIED ENTERPRISES
- 18.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
 - 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-PROPOSER/CONSULTANT

- 20.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

21. RFP - PROJECT GUIDELINES

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 21.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 21.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. RFP – EVALUATION

- 22.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of

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D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

22.2. Evaluation Meeting(s):

- 22.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 22.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 22.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 22.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

23. RFP – SELECTION PROCEDURE

- 23.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 23.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 23.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 23.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 23.4.1. Make award(s) to one or multiple proposers.
 - 23.4.2. Waive minor informalities in any response;
 - 23.4.3. Reject any and all proposals with or without cause;
 - 23.4.4. Accept the response that in its judgment will be in the best interest of Lee County

24. RFP – TIEBREAKER

- 24.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 24.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 24.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 24.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 24.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – EVALUATION/ SELECTION COMMITTEE

- 25.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

- 25.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 25.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.
26. WITHDRAWAL OF PROPOSAL
- 26.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 26.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 26.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 26.3.1. The proposer acted in good faith in submitting the proposal,
- 26.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 26.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 26.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.
27. PROTEST RIGHTS
- 27.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 27.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.lee.gov/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 27.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 27.4. In order to preserve the right to protest, a written "*Notice Of Intent To File A Protest*" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
- 27.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 27.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 27.5. Following receipt of the Notice of Intent to File a Protest, a "Protest Bond" and "Formal Written Protest" must be filed within ten (10) business days of Posting of the Notice of Intended Decision.
- 27.6. Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.
28. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES
- 28.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

29. CONTRACT ADMINISTRATION**29.1. Designated Contact:**

29.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

29.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

29.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

29.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

29.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.

29.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

29.3. RFP – Basis of Award:

29.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

29.4. Agreement/Contract:

29.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

29.5. Records:

29.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.

29.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:

29.5.2.1. Keep and maintain public records required by the County to perform the service.

29.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

29.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

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

- 29.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 29.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 29.6. **Termination:**
- 29.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 29.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 29.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 29.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 29.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 29.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- 29.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
- 29.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.
30. **WAIVER OF CLAIMS**
- 30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.
31. **LEE COUNTY PAYMENT PROCEDURES**
- 31.1. All vendors are requested to mail an original invoice to:
**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**
- 31.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 31.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

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- 31.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
32. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
 - 32.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
33. DEBRIS DISPOSAL (if applicable)
 - 33.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
34. SHIPPING (if applicable)
 - 34.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
 - 34.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
35. INSURANCE (AS APPLICABLE)
 - 35.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

End of Terms and Conditions Section

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INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

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Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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End of Insurance Guide section

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 and 200.317 through 200.326.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

- 2.1. During the performance of this contract, the contractor agrees as follows:
- 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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- 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.
- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials

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provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
 - 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.
- 4. DHS SEAL, LOGO, AND FLAGS**
- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.
- 5. LOCAL VENDOR PREFERENCE EXCLUSION:**
- 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).
- 6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.
- 7. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

- 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.

9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST

- 10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 11.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 13.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.

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- 13.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 13.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 13.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same

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percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. SUSPENSION AND DEBARMENT

- 17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

- 18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 18.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

19. REMEDIES

- 19.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 19.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 19.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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- 19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
- 19.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
- 19.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 19.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 19.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

20. OTHER REMEDIES AND RIGHTS

- 20.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 20.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

21. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

- 21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

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performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 21.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. CLEAN AIR ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

23. FEDERAL WATER POLLUTION CONTROL ACT

- 23.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 23.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 23.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

24. BYRD ANTI-LOBBYING AMENDMENT

- 24.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

End of Supplemental Conditions

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Contractor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services for one (1) seven-year (7) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. FEMA REIMBURSEMENT

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Contractor shall be bound by the terms as stated within the draft agreement and by all applicable state and federal laws, rules and regulations, including but not limited to, the Federal laws and regulations set forth in 2 CFR part 200.

3. PRICING

- 3.1. The following represents the fixed fee or category in which the Contractor's scheduled pricing rate has been pre-determined by the County and although not be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:
 - 2.1.1. Solid Waste Disposal Costs as defined on page 33 of the draft agreement in accordance with County Ordinance 07-25.
 - 2.1.2. Advanced Disposal Fees as defined in Section F on page 35 of the draft agreement in accordance with County Ordinance 07-25.
- 3.2. The following represents a fixed fee in which the Contractor's scheduled pricing rate shall be considered negotiable and used for evaluation purposes. Final negotiated fees for the below items shall become part of the Contractor's contracted fee schedule.
 - 2.2.1. Rates for Service
 - 2.2.1.1. Residential Dwellings Curbside Services
 - 2.2.1.2. Commercial Multifamily Dwelling Curbside Can Services
 - 2.2.1.3. Commercial Properties Container Collection Services
- 3.3. The following represents the fixed fee or category in which the Contractor's negotiated scheduled pricing rate shall be determined by the total value of the Rates for Services, although not be used for evaluation purposes shall become part of the Contractor's contracted fee schedule:
 - 2.2.1. Franchise Fee as defined in Section F on page 34 of the draft agreement in accordance with County Ordinance 07-25.

4. BOND/SURETY

- 4.1. Bonding/Surety is required in accordance with the Lee County Procurement Management Department Ordinance 18-22.

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4.2. **Bid Bond:** The Solicitation requires a Bid Bond in the amount of \$150,000 or 5% of the Performance and Payment Bond requirement as stated herein.

4.3. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Procurement Management Ordinance 18-22, a Public Payment Bond in the amount of \$750,000 and a Performance Bond is to be issued in the amount of \$1,500,000 by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.

4.3.1. The \$750,000 Payment Bond and \$1,500,000 Performance Bond are required to be maintained and valid for the life of the contract.

4.3.2. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within seven calendar days after notification by Lee County of the approval to award the Contract.

4.3.3. A Clean Irrevocable Letter of Credit or Cash Bond may be accepted by the County in lieu of the Public Payment and Performance Bond.

4.4. Only the Lee County Bonding form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.

4.5. **Personal Checks are not acceptable to Lee County as a Bid Security or Bonding.**

4.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

5. EXAMINATION OF LOCATIONS WITHIN SERVICE AREA 4

5.1. The Contractor acknowledges and accepts that the mapped area, including the streets, intersections, sites, and buildings are accessible to enable the Contractor to meet its obligations and responsibilities to provide services for the collection and delivery of Residential and Commercial vegetative, solid waste and recycling materials as defined in the Agreement and that the County is under no obligation to upgrade or retrofit Service Area 4.

5.2. The Contractor shall have visited the Service Area 4 area and fully acquainted and familiarized themselves with the conditions, as they exist and the operations that are to be completed. The Contractor shall make such investigations so that they may fully understand the area within Service Area 4 and the difficulties and restrictions attending the execution of the work.

5.3. The failure or omission of the Contractor to receive or examine any instruction or any part of the specifications or to visit the location(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance, shall not relieve the Contractor of any obligation to perform as specified herein.

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5.4. Contractor understands the intent and purpose thereof and their obligations thereunder and that the Contractor shall not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

6. ALTERNATIVE CONTRACTS

6.1. The County will not consider or accept an alternate contract submitted by the Contractor. The draft service agreement attached herein as Attachment 1, shall be the contract vehicle used to finalize negotiations with the Contractor.

7. TRANSITION PERIOD

7.1. The dates provided within the Transition Period of the Draft Agreement shall be mutually agreed upon by the County and Contractor.

8. PENALTIES

8.1. The County may levy administrative charges against the Contractor for improper and insufficient actions related to the services required by the Agreement in accordance with County Ordinance 07-25. Penalties can be found within Section 19. QUALITY OF PERFORMANCE OF CONTRACTOR on pages 42, 43 and 44 of the Draft agreement in Attachment 1.

End of Special Conditions

DETAILED SPECIFICATIONS**1. GENERAL SCOPE OF PROJECT**

- a. Lee County Board of County Commissioners seeks to contract with a qualified Contractor to provide services for the mandatory collection and delivery of curbside residential collection services, multi-family solid waste collection services and multi-family recycling collection services in Franchise Service Area 4.
- b. The Contractor shall collect materials from Lee County households and establishments as determined in Service Area 4 and deliver those materials to a Lee County designated site or sites as fully describe in the terms and conditions of the Draft Service Agreement provided in Attachment 1.

2. SERVICES TO BE PROVIDED BY CONTRACTOR

- a. The Contractor shall be required to provide the following services in accordance with the Draft Service Agreement provided in Attachment 1:
 - i. The Contractor shall provide mandatory Curbside Residential Collection Services, Multifamily Solid Waste Collection Service and Multifamily Recycling Collection Service in the Service Area. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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

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specific arrangements for these additional Collection services are to be determined between the customer and the Contractor and charges for these services shall be billed directly to the customer by the Contractor.

- vi. The Contractor shall provide Collection of Bulk Waste to all residential Dwelling Units listed on the County's assessment roll as single-family units at no additional cost. The Bulk Waste shall be picked-up with normal Solid Waste or by a Special Collection pick up at no additional cost. Bulk Waste can be of unlimited quantity, size or weight.
- vii. The Contractor shall provide Collection of White Goods to all residential Dwelling Units listed on the County's solid waste assessment roll as single-family Dwelling Units. The White Goods shall be Collected by a Special Collection at no additional cost. Special Collections shall be scheduled and performed no later than the second working day (including Saturdays) following a request for such pickup or observation of a White Good item by the Contractor's personnel. There shall be no weight limit for any White Good item.

3. OFFICE MAINTAINED BY CONTRACTOR

- a. The Contractor shall be required to establish and maintain an office within Lee County where questions and complaints will be received as established within the Draft Service Agreement provided in Attachment 1. Office shall include, but is not limited to the following requirements:
 - i. Office shall be equipped with sufficient phone lines and equipment (no less than five per service area).
 - ii. Office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 7:30 a.m. to 5:00 p.m., Monday through Friday and 7:30 am to 12 pm on Saturday.
 - iii. Sufficient personnel, fully dedicated to the County, shall be onsite and answering phone calls for customer service within Lee County boundaries beginning at 7:30 a.m. and continuing throughout the day if any Collection vehicles are working.
 - iv. The Contractor shall provide a dedicated fax machine to receive complaints from the County, and a computer to communicate with the County.
 - v. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to no later than the following business day.
 - vi. The Contractor shall maintain a website for the purpose of providing information to residential and commercial customers.
 - vii. The Contractor shall provide a contact person for the County to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of County direction or situations requiring immediate attention.

4. EQUIPMENT YARD MAINTAINED BY CONTRACTOR

- i. The Contractor shall be required to establish and maintain an equipment yard within Lee County as established within Draft Service Agreement provided in Attachment 1. Equipment yard shall include, but is not limited to the following requirements:

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- ii. Equipment yard shall be a real property location, either owned or leased by the Contractor for the term of the Agreement. Equipment maintenance areas shall be under roof and have a concrete floor.
- iii. Equipment yard shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under the Agreement in the Service Area.
- iv. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

5. COLLECTION DAYS AND HOURS

- a. The Contractor shall be required to establish and maintain a collection schedule based on the following days and hours as established within Draft Service Agreement provided in Attachment 1:
 - i. Scheduled days of Collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. No regularly scheduled Collection is allowed on Sunday.
 - ii. Curbside Residential Collection Services shall be provided between the hours of 6:30 am and 6:30 pm, Monday through Friday.
 - iii. Dwelling units receiving Multifamily Collection Service, commercial properties and other non-residential Collection sites located adjacent to residential uses (apartments, condominiums, town houses, houses, mobile homes, etc.) shall only be collected between the hours of 6:30 am and 6:30 pm, Monday through Saturday.
 - iv. Businesses and institutions may be collected from 4:00am until 10:00 pm, subject to approval or denial by the Solid Waste Department.
 - v. The Contractor shall provide Collection services on all national holidays, except Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When these stated holidays are recognized on a weekday (i.e., Monday through Friday), the schedule for Solid Waste Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Saturday instead of Friday.
 - vi. All requests to change the days or times of Curbside Residential Collection Service must be submitted to the Solid Waste Department for approval.

End of Detailed Specifications

SUPPLEMENTAL INFORMATION

The County is providing additional documentation that allows the Contractor to capture the complexity of this project. Relevant information is provided as follows:

- Attachment 1 – Draft Service Agreement
- Attachment 2 – Current agreement and all amendments.
- Attachment 3 – Map of all Lee County Service Areas
- Attachment 4 – Current solid waste and recycling collection rate sheets for the five service areas in Lee County.
- Attachment 5 – GIS street and address listing for Service Area 4.
- Attachment 6 – Lee County Property Appraiser property classification codes.
- Attachment 7 – Commercial Customer Listing with size of container & frequency of service for Service Area 4.
- Attachment 8 – Historical Data, Numbers and Additional Information

End of Supplemental Information

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed the maximum page allocations for each tab referenced below. Pages shall be printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- Statement of Interest

Cover Page: Introduction does NOT count towards page restriction requested herein

TAB 1: Qualifications of Firm

- Proposer shall clearly and succinctly demonstrate its experience, and the experience of all team members, in providing the services requested in this RFP. This section of the proposal shall be no more than twenty (20) numbered pages, and, at a minimum, shall include the following information.
- Company Qualifications: Proposer shall demonstrate the company's qualifications and experience to perform the services specified herein. All subcontractors shall be included.
- Personnel Qualifications: Proposer shall demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include individuals directly responsible for the services provided to the County, including the Project Manager. In addition, if different from the Project Manager, Proposer shall identify its Service Transition Project Manager.

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Project Funding Package

Proposer shall demonstrate that the Project Manager or Service Transition Project Manager for this Agreement has experience providing successful service transitions.

- **Experience:** Proposer shall demonstrate its relevant experience successfully providing curbside collection and services similar to those required by the County. To demonstrate this ability Proposer shall include:
 - A minimum of two (2) service areas similar in size to the County's with successful operations with present or prior corporate entities (as operated by the public corporation or principals) within the past seven years. Service areas identified must demonstrate the ability of proposer to collect and deliver a minimum of 110,000 tons annually. For each service area provided, include a description over the most recent two (2) years of actual annual throughput, type and quantity of dwellings and businesses serviced. Proposer will provide references for referenced service areas. Identified service areas should be clearly linked to present corporate entity, corporate principals, and project manager.
 - **To satisfy the experience requirement, Proposer(s) must meet these minimum qualification requirements to be considered for award. Proposer must complete the Minimum Qualifications form # 9, provided in the forms section attesting to the required qualifications. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.**
 - Documentation that the service areas referenced have no outstanding compliance issues, including, but not limited to, notices of violations, consent orders, etc. Proposer must provide copies of all notices of violation and consent orders issued to documented service areas in the past seven (7) years for the listed service areas.
 - Demonstrate its ability to maintain the County's Service Area 4 according to, at a minimum, the terms and conditions of the service agreement.
- **Non-Performance History:** Proposer shall document any past non-performance history by providing a description of all civil actions, losses of service contracts, bid bond claims, performance bond claims, liquidated damages, or administrative charges related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. Non-performance history may be limited to Florida; however, if Proposer has no existing service history within the State of Florida, then nationwide non-performance history should be submitted. If there are no such non-performance issues, Proposer should so state. Any omissions within this section may be cause for disqualification at the County's discretion.

TAB 2: Technical Proposal

- Proposer shall, in detail, clearly and succinctly describe how it shall perform the services requested in this RFP. The County is looking for proposals that maximize curbside collection and delivery effectiveness and efficiency, maintain a consistently high level of customer service, provide advanced levels of maintenance on the equipment being used, and are cost-effective. The technical proposal section shall be no more than fifteen (15) numbered pages and, at a minimum shall include the following information:
 - **Project Organization:** Proposer shall present a system-wide approach to this project. Proposer shall include a project organization chart for all services and tasks needed to meet the required terms and conditions of the service agreement including any proposed sub-contractors.
 - **Staffing:** Proposer shall provide a total number of personnel, by position and responsibility, which shall be devoted to work resulting from an award of this RFP. The County desires and highly encourages the Contractor to retain the employees that currently operate the facility.

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Project Funding Package

- **Equipment:** Proposer shall provide a comprehensive list of equipment that shall be used for all operations. The list shall include year, make, model, attachments or modifications and any other specifications that demonstrate effectiveness, efficiency, and safety for day-to-day operations. Equipment shall be in good condition and meet all safety and maintenance general standards.
- **Transition Plan:** The Proposer shall provide a comprehensive, task-level transition plan that addresses, at a minimum, the transition requirements outlined in the Draft Service Agreement (Attachment 1). Additionally, with consideration to the current global supply chain environment and the delays that may be involved, the Proposer shall elaborate on their approach as to how they intend to meet the required deadlines of obtaining/procuring the necessary equipment and/or fleet vehicles in order to meet the required turnaround times and perform the services needed.

TAB 3: Technical Approach

- Proposer shall clearly identify and demonstrate what operational and management practices shall be utilized to produce optimal efficiency of curbside collection and delivery operations; the methodology that shall be used to ensure sustainable rates; and performance measurements that shall be implemented to keep conflicts and issues at a minimum. The technical approach section shall be no more than five (5) numbered pages.

TAB 4: Financial Capability

- Proposer shall demonstrate and document that it has the financial stability sufficient for the evaluation committee to conclude Proposer has the financial ability to satisfactorily perform and conduct the services required for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.
- Proposer shall provide an estimate of capital expenses and a description of how the Proposer will finance those capital expenses to serve Service Area 4.
- The Proposer must provide a statement of Proposer's financial stability, including information to any current or previous bankruptcy proceedings.
- Proposer must include a copy of the most recent annual financial report/annual audit, 10k, or the most recent 10Q, if appropriate. **Financial reports provided must include, at a minimum, a Balance Sheet, and Income Statement, and a Statement of Cash Flow.**

Financial report documents are not included within page restrictions but should be limited as possible to ten pages

Notice: Florida has very broad public records laws and records submitted with this RFP may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1) c. This solicitation may not apply to a project defined as a "public works" project.

- If Proposer's financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.

TAB 5: Financial Proposal

- Proposer shall complete the Financial Proposal form included within this solicitation (Form 1a) and incorporate into this section. All line items of the proposal form must be completed. The County will only accept proposals submitted on the proposal Form 1a provided by the County. Proposals submitted on forms, other than those provided by the County and are not inclusive of all line items, will be deemed non-responsive and ineligible for award. The Financial Proposal section shall be limited to one page (Form 1a).

**Exhibit X
Project Funding Package**

- Proposer shall review and thoroughly understand how compensation shall be determined for Rates of Service as provided in the Draft Service Agreement (Attachment 1).
- Proposer shall provide its financial proposal for the Residential Dwellings Curbside Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
- Proposer shall provide its financial proposal for the Commercial Multifamily Dwelling Curbside Can Services Fees. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
- Proposer shall provide its financial proposal for the Commercial Properties Container Collection Services Fee. The unit price shall be rounded to the nearest cent; if a unit price is submitted not rounded to the nearest cent, the County will round the proposed price to the nearest cent prior to evaluation.
- Financial Proposal Scoring Procedures:
 - Financial Proposal points will be calculated for each Proposer for each option as follows:
 - The lowest *Estimated Grand Total* fee (Sum of Sections A, B and C) will receive the maximum forty (40) points. Financial Proposal points for all other proposals for the same option will be calculated based on the proportional increase in cost as compared with the lowest *Estimated Grand Total* received. An example is provided below:
 - Proposer A: \$5,000.00 = 25 points
 - Proposer B: \$5,500.00 = (5,000/5,500) * 25 points = 22.73 points
 - Proposer C: \$6,000.00 = (5,000/6,000) * 25 points = 20.83 points
 - Therefore, each Proposer will have separate Financial Proposal points calculated for each of the two options.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for final award/contracting. The County does reserve the right to negotiate pricing with the number 1 selected Proposer as a condition of award.

TAB 6: Required Forms

- Forms 1- 13

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM (TAB 1)	10
2	TECHNICAL PROPOSAL (TAB 2)	20
3	TECHNICAL APPROACH (TAB 3)	20
4	FINANCIAL CAPABILITY (TAB 4)	10
5	FINANCIAL PROPOSAL (TAB 5)	40
TOTAL POINTS		100

***Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.**

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, January 25, 2022	N/A
Pre-Proposal Meeting	Monday, February 7, 2022	11:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, February 25, 2022	Prior to 2:30 PM
First Committee Meeting Short list discussion	Friday, February 11, 2022	TBD
Notify Shortlist Selection via e-mail	Monday, February 14, 2022	N/A
Final Scoring/Selection Meeting	Friday, February 25, 2022	TBD
Board Meeting	Tuesday, May 3, 2022	9:30 AM
<p>Additional notes on Submission Schedule:</p> <ul style="list-style-type: none"> <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

Exhibit X
Project Funding Package

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

RFP220049BJB – Solid Waste and Recycling Collection Franchise Agreement – Service Area 4

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation, they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Price Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
8	Bid Bond	Required	
9	Minimum Qualifications Form	Required	
GRANT FUNDED – REQUIRED DOCUMENTS			
10	Certification Regarding Lobbying	Required	
11	Disclosure of Lobbying Activities	Required	
12	Immigration Law Affidavit Certification (E-Verify) (Provide evidence of E-Verify account)	Required	
13	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (completed by Prime and Sub-Contractors)	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within your submission package.

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # Title/Description

- 1* *Solicitation Response Form*
All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided.
- 1a* *Price Proposal Form*
This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County
- * *Business Relationship Disclosure Requirement (if Applicable)*
Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.
NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
- 2* *Affidavit Certification Immigration Laws*
Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
- 3* Provide this form to reference respondents. This form **will be turned in with the proposal** package.
 1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)
 2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
 3. The reference respondent should complete "Section 3."
 4. **Section 4:** The reference respondent to print and sign name
 5. **Three (3) Reference responses** are to be returned with the proposal package.
 6. Failure to obtain reference surveys may make your company non-responsive.
- 4* *Negligence or Breach of Contract Disclosure Form*

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Project Funding Package

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous. If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.

- 5 *Affidavit Principal Place of Business*
Certifies proposer's location information.
- 6 *Sub-Contractor/Consultant List* (if applicable)
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
- 7 *Public Entity Crimes Form (Required form)*
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.
- 8 *Bid Bond* (if applicable) - Self-explanatory
- 9 *Minimum Qualifications Form (Required)*
Proposer must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.
- 10 *Certification Regarding Lobbying (Required)*
To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.
- 11 *Disclosure of Lobbying Activities (if applicable)*
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.
- 12 *Immigration Law Affidavit Certification (E-Verify) (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.
- 13 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.

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Project Funding Package

* *Proposal Label* (Required)
Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline, it cannot be considered or accepted.)

Exhibit X
Project Funding Package

VER 03-25-2021

Form 1 - Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 2/25/2022 Deadline Date: 2/25/2022 3/04/2022

SOLICITATION IDENTIFICATION: RFP220049BJB

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

COMPANY NAME: Waste Pro of Florida, Inc.

NAME & TITLE: (TYPED OR PRINTED) Sean Jennings, CEO, President & Secretary

BUSINESS ADDRESS: (PHYSICAL) 2101 W SR 434, 3rd Floor, Longwood, FL

CORPORATE OR MAILING ADDRESS:
 SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: sjennings@wasteprousa.com

PHONE NUMBER: Office: 407-869-8800 FAX NUMBER: 407-772-0852

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: 2/10/2022 No. 2 Dated: 2/14/2022 No. 3 Dated: 2/16/2022
No. 4 Dated: 2/22/2022 No. 5 Dated: 2/25/2022 No. _____ Dated: _____

Tax Payer Identification Number: 59-3701785

(1) Employer Identification Number -OR- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents. specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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VER 03-25-2021

Form 1 - Solicitation Form Page 1

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) Business Relationship NOT Applicable

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER WITNESSED AND SEALED (IF APPLICABLE)

Waste Pro of Florida, Inc.
Company Name (Name printed or typed)

Sean Jennings
Authorized Representative Name (printed or typed)

Sean Jennings, CEO, President & Secretary
Authorized Representative's Title (printed or typed)

Sean M Jennings
Authorized Representative's Signature

(Attest)

Jenifer K Walters
Witness/Attested by: (Witness Secretary name)

Jat Walters
Witness/Secretary Signature



Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

**Exhibit X
Project Funding Package**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
WASTE PRO OF FLORIDA, INC.

Filing Information

Document Number	P01000003611
FEI/EIN Number	59-3701785
Date Filed	01/05/2001
State	FL
Status	ACTIVE

Principal Address

2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Changed: 01/16/2017

Mailing Address

2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Changed: 01/16/2017

Registered Agent Name & Address

VELEZ, MALENIE
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Name Changed: 07/11/2016

Address Changed: 01/09/2018

Officer/Director Detail

Name & Address

Title Chairman

JENNINGS, JOHN J
2101 W SR 434
3rd FLOOR

LONGWOOD, FL 32779

**Exhibit X
Project Funding Package**

Title CFO, EVP

SABINA, CORT
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Title CEO, President, Secretary

Jennings, Sean Michael
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Title COO, SVP

Banasiak , Keith
2101 W SR 434
3rd FLOOR
LONGWOOD, FL 32779

Annual Reports

Report Year	Filed Date
2020	01/02/2020
2021	01/04/2021
2022	01/12/2022

Document Images

01/12/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/07/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
08/23/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
07/11/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
02/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
01/25/2011 -- ANNUAL REPORT	View image in PDF format
02/03/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format

3/8/22, 9:03 AM


Detail by Entity Name

03/19/2007 -- ANNUAL REPORT	View image in PDF format	Exhibit X Project Funding Package
05/01/2006 -- ANNUAL REPORT	View image in PDF format	
04/28/2005 -- ANNUAL REPORT	View image in PDF format	
04/22/2004 -- ANNUAL REPORT	View image in PDF format	
05/05/2003 -- ANNUAL REPORT	View image in PDF format	
04/02/2002 -- ANNUAL REPORT	View image in PDF format	
01/05/2001 -- Domestic Profit	View image in PDF format	

Utah's Department of State - Division of Corporations

VFR 01-25-2021

Capital, Value, and Innovation

PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/ PRICE PROPOSAL FORM</u>	
 Lee County <i>Shades of Florida</i>	
COMPANY NAME:	Waste Pro of Florida, Inc.
SOLICITATION:	RFP220049BJB – Solid Waste and Recycling Collection Franchise Agreement – Service Area 4
<p>This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains formulas for convenience; however, it is the Proposer's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).</p> <p>REMINDER: In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.</p> <p>The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.</p> <p>Proposers may not adjust or modify data provided within the Bid/Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.</p> <p>PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.</p> <p><u>PRICING</u> Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.</p>	

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP220049BJB

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

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY. PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, P.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: Waste Pro of Florida, Inc.

Sean M. Jennings
Signature

Title

Date

2/28/22

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was signed and acknowledged before me by means of physical presence or online notarization, this 28 day of February, 2022 by Sean M. Jennings who has produced Personally Known as identification.

(Type of Identification and Number)

Malene Velez
Notary Public Signature

Malene Velez
Printed Name of Notary Public



Notary Commission Number/Expiration

The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME**

**Exhibit X
Project Funding Package**

VFR 03-28-2021

Form 3 Reference Survey

**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RFP 220049BJB Solid Waste and Recycling Collection Franchise Agreement -Service Area 4

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	John Archambo, Director Customer Relations	Bidder/Proposer: Waste Pro of Florida, Inc.	
COMPANY:	Solid Waste Authority of Palm Beach County	Due Date: February 24, 2021	
PHONE #:	561-315-2010	Total # Pages: 1	
FAX #:	561-640-3400	Phone #: 772-216-4876 Fax #: 561-688-8914	
EMAIL:	jarchambo@swa.org	Bidder/Proposer E-Mail: cschulle@wasteprousa.com	

Section 2 Enter Bidder/Proposer Information, if applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)

Proposer Name:	Waste Pro of Florida Inc., 7329 7th Place North, West Palm Beach, FL		
Reference Project Name:	Project Address:	Project Cost:	
Solid Waste and Recycling Collections Services Franchise Area 1 Agreement 19-402A	7501 N. Jog Road, West Palm Beach, FL	\$14,900,000 Annually	
Summarize Scope:			
Residential Garbage -2X week Residential Recycling-1X week Residential Bulk/Yard Waste-1X week Commercial-Frontload Commercial Roll Off	Multifamily Garbage-2X week Multifamily Recycle-1X week Total Residential Accounts Total Commercial Accounts	46,708 1,118	

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

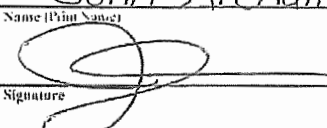
Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		YES
2. Were any problems encountered with the company's work performance?		NO
3. Were any change orders or contract amendments issued, other than owner initiated?		NO
4. Was the job completed on time?		YES
5. Was the job completed within budget?		YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>		10
7. If the opportunity were to present itself, would you rehire this company?		YES

8. Please provide any additional comments pertinent to this company and the work performed for you:
Waste Pro provides the highest level of consistent quality collection services for our residential & commercial customers. Waste Pro exceeds our expectations and is willing to go beyond the call of duty to

Section 4 Please submit non-Lee County employees as references

John Archambo

Reference Name (Print Name)

 2/22/2022

Reference Signature

*Serve our customers.
GREAT TEAM!
J.A.*

Exhibit X
Project Funding Package

VER 03-25-2021

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RFP 220049BJB Solid Waste and Recycling Collection Franchise Agreement -Service Area 4

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	David Gregory	Bidder/Proposer: Waste Pro of Florida, Inc.		Due Date: February 28, 2022	
COMPANY:	Orange County	Total # Pages: 1		Phone #: Tim Bowers cell: 305-970-1010	
PHONE #:	407-473-1004	Phone #:		FAX #:	
FAX #:		Bidder/Proposer E-Mail: tbowers@wasteprousa.com			
EMAIL:	David.Gregory@ocfl.net				
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:	Waste Pro of Florida Inc.				
Reference Project Name:	Orange County Zone 2	Project Address:	9510 Grayford Rd. Orlando		Project Cost:
Summarize Scope:	Weekly collection of garbage, recycling Yard waste bulky to ~ 51,500 residential units				~\$750,000/month
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					yes
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.					9
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:		#2 All haulers have problems from time-to-time. Waste Pro has proven dependable.			

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name)

Reference Signature

RFP220049BJB – Solid Waste and Recycling Collection Franchise Agreement / Service Area 4

Exhibit X
Project Funding Package

VER 03-25-2021

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

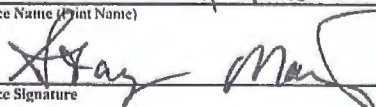
Project Name & Number: RFP 220049BJB Solid Waste and Recycling Collection Franchise Agreement - Service Area 4

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Stacy Maine	Bidder/Proposer:	Waste Pro of Florida, Inc.
COMPANY:	City of Cape Coral	Due Date:	2/25/2022
PHONE #:	239-574-0592	Total # Pages:	1
FAX #:	239-574-0732	Phone #:	407-883-3791
EMAIL:	smaine@capecoral.gov	Fax #:	please use email/phone
		Bidder/Proposer E-Mail:	tmeehan@wasteprousa.com

Section 2	Enter Bidder/Proposer Information, if applicable Similar Performance Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	Waste Pro of Florida, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
Solid Waste Collection Services	1015 Cultural Park Blvd., Cape Coral FL	\$16M/yr.	
Summarize Scope:			
Residential SW/REC/YW/BAK; commercial dumpster, Roll Off Service, Multi-Family Waste & recycle			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		Yes (currently)
2. Were any problems encountered with the company's work performance?		Yes (previously)
3. Were any change orders or contract amendments issued, other than owner initiated?		No
4. Was the job completed on time?		Yes (currently)
5. Was the job completed within budget?		Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.		7
	Rate from 1 to 10. (10 being highest)	
7. If the opportunity were to present itself, would you rehire this company?		Currently under contract
8. Please provide any additional comments pertinent to this company and the work performed for you:		
<small>This past year has been very difficult for both vendors and municipalities. The City of Cape Coral recognized the nationwide staffing shortages and Covid which caused significant service level issues in the Cape, and is rating the vendor on the full 12 years of services provided to residents. While it was a very difficult time for all of us, the vendor did work with us and kept us informed of the measures they were taking to fix the issues.</small>		

Section 4	Please submit non-Lee County employees as references
Reference Name (Print Name)	Stacy Maine
Reference Signature	



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Waste Pro of Florida, Inc.

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court County/State	Project	Claim Reason <i>(Initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
NONE							

67

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Exhibit X
Project Funding Package

VER 03-25-2021

Form 1 Affidavit Principal Place of Business



Lee County
Southwest Florida

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Waste Pro of Florida, Inc.

Sean Jennings

Printed name of authorized signer

President

Title

Sean M Jennings

Authorized Signature

2/28/22

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 28 day of February, 2022 by Sean M Jennings who has produced

Personally Known as identification.
(Type of Identification and Number)

(Print or Type Name)

Notary:
State of
County of

Florida
Seminole

Malenie
Notary Public Signature



Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

XX Lee County
 Collier County
 Non-Local

Local Business Tax License #

0600233 -Lee County Local Business Tax Receipt

2. Address of Principal Place of Business:

13110 Rickenbacker Pkwy.

Fort Myers, FL 33906

3. Number of years at this location

17 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

X Yes* No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

X 96 Employees

6. Does your company have a Drug Free Workplace Policy

X Yes No

Exhibit X
Project Funding Package

**Form 5-Affidavit Principal Place of Business
Waste Pro Contractual History
Lee County past Three Years**

Lee County Areas 3 & 5	Residential Garbage-Cans Residential Recycling-Carts Residential Bulk/Yard Waste Commercial Front Load Commercial Roll Off Multifamily Garbage & Recycle	Amanda Condomina Public Utilities Ops. Mgr. Lee County 6441 Topaz Court Ft. Myers, FL 33966 Ph. 239-533-8009 Fax. 239/533-8845
Residential Dwelling Count 68,886 Commercial Count: 2,985 Start: Area 5 2005 – 2027; Area 3 2010 to 2027		
Waste Pro services all residential and commercial accounts in unincorporated Lee County Areas 3 & 5 County. Contract won in open bid in 2005 (Area 5) and 2019 (Area 3).		
Cape Coral	Residential Garbage-Carts Residential Recycling-Carts Residential Bulk/Yard Waste Commercial Front Load Commercial Roll Off Multifamily Garbage & Recycle	Stacy Maine Business Manager – Public Wks. City of Cape Coral 1015 Cultural Park Blvd Cape Coral, FL 33990 Ph. 239-462-9314 Fax. 239-574-0732
Residential Dwelling Count 83,920 Commercial Count: 2,590 Start: 2010 to 2027 Estimated Contract Value: \$17,000,000 Annually		
Waste Pro services all residential and commercial accounts in the City of Cape Coral. Contract won in open bid in 2010.		



Local Business Tax Receipt

Dear Business Owner:

Your 2021-2022 Lee County Local Business Tax Receipt is attached below for account number **0600233**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2021 - 2022

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0600233

Account Expires: September 30, 2022

Location:
13110 RICKENBACKER PKWY
FT MYERS FL 33913

WASTE PRO OF FLORIDA
WASTE PRO OF FLORIDA INC
PO BOX 60717
FT MYERS FL 33906

May engage in the business of:
GARBAGE & TRASH DISPOSAL
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:	
PAID 601196-8-1	09/29/2021 12:18 PM
	\$50.00

**Exhibit X
Project Funding Package**

Form 9 Sub-contractor/consultant list



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
Waste Pro will use NO subcontractors/consultants the performance of this contract.					

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

**Exhibit X
Project Funding Package**

VFR 03-25-2021

Form 1-15-1001-10-10-10

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County, Florida
(Print name of the public entity)
by Sean Jennings, President
(Print individual's name and title)
for Waste Pro of Florida, Inc.
(Print name of entity submitting sworn statement)

whose business address is 13110 Rickenbacker Pkw., Fort Myers, FL 33913

(If applicable) its Federal Employer Identification Number (FEIN) is 59-3701785

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Exhibit X
Project Funding Package

VER 03-25-2021

Public Entity Compliance

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sean M Jennings
(Signature)
2/28/22
(Date)

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 28 day of February 22 by Sean M Jennings who has produced

Personally Known as identification.
(Type of Identification)



Malenie Velez
(NOTARY PUBLIC)

My Commission Expires: _____

Exhibit X
Project Funding Package

Form B: Bid Bond

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

Waste Pro of Florida, Inc. as Principal, and
(BIDDER'S Name)

Arch Insurance Company a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

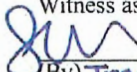
SIGNED AND SEALED this 4th day of March, 2022

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

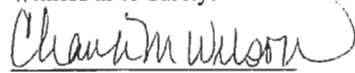
RFP # 220049BJB, SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT SERVICE AREA 4

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:


(By) Tracy Meehan

Witness as to Surety:

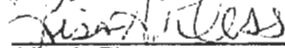

Chaun M. Wilson

Waste Pro of Florida, Inc.

 (SEAL)
(Principal)

Printed Name Sean Jennings

Arch Insurance Company (SEAL)
(Surety's Name)


Lisa A. Pless
(By-As Attorney-in-Fact, Surety)



Affix Corporate Seals and attach proper Power of Attorney for Surety.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chau M. Wilson and Lisa A. Pless of Atlanta, GA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey

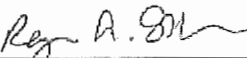
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

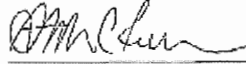
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, 2021.

Attested and Certified

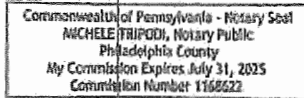

Regan A. Shulman, Secretary

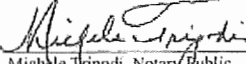


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth




Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 23, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of March, 2022


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Form 10 Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

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

- (1) 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 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.
- (2) 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of 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, United States 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.

The Contractor/Consultant, Waste Pro of Florida, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Sean M Jennings
Signature of Contractor/Consultant's Authorized Official

Sean Jennings, President

Name & Title of Contractor/Consultant's Authorized Official

2/28/22
Date



ADDENDUM # 1 - REVISED MINIMUM QUALIFICATION REQUIREMENTS

**FOR
RFP220049BJB, SOLID WASTE & RECYCLING COLLECTION
FRANCHISE AGREEMENT / SERVICE AREA 4**

Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a pre-requisite for award of the contract to the Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Proposer(s) ineligible for award.

REQUIREMENT – Prime CONTRACTOR must attest to the following experience:

- Having provided operations for solid waste and recycling collection services to a minimum of two (2) service areas that are similar in size to the County's with present or prior corporate entities (as operated by the public corporation or principals) within the past seven (7) years.

AND

- Having collected and delivered a minimum of 110,000 tons annually (aggregate) for all service areas identified.

Do you as the Prime CONTRACTOR have the experience required above?

XXX **YES** _____ **NO**

If YES, provide details as requested below:

SERVICE AREA 1

Entity: Palm Beach County, Florida Solid Waste Authority Area 1

Years of Service: From - 2008 To - 2026

Total Annual Tons Collected and Delivered: 190,609 Annual Tons

Contact Information – Name: John Archambo, Director Customer Relations

Phone: 561-315-2010

Email: jarchambo@swa.org

Exhibit X
Project Funding Package

SERVICE AREA 2

Entity: Orange County, Florida

Years of Service: From - 2016 To - 2025

Total Annual Tons Collected and Delivered: 62,800 Annual Tons

Contact Information – Name: David Gregory

Phone: 407-473-1004

Email: David.Gregory@ocfl.net

SERVICE AREA 3 (if applicable)

Entity: Lee County, Florida, Area 3 and Area 5

Years of Service: From - Area 3 - 2010 To - Area 3 - 2027
Area 5 - 2005 Area 5 - 2027

Total Annual Tons Collected and Delivered: Area 3 annual tonnage 92,361
Area 5 annual tonnage 40,469

Contact Information – Name: Amanda Condomina, Public Utilities Operations Manager

Phone: 239-533-8009

Email: acondomina@leegov.com

SERVICE AREA 4 (if applicable)

Entity: City Of Cape Coral

Years of Service: From - 2010 To - 2027

Total Annual Tons Collected and Delivered: 119,620 Annual Tons

Contact Information – Name: Stacy Maine

Phone: 239-574-0592

Email: smaine@capecoral.gov


Authorized Proposer Signature

2/28/2022
Date

SEAN M. JENNINGS
Authorized Proposer Name (Printed)

VER 61-25-2021

Form 10 Certification Regarding Lobbying


CERTIFICATION REGARDING LOBBYING

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

- (1) 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 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.
- (2) 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of 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, United States 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.

The Contractor/Consultant, Waste Pro of Florida, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor/Consultant's Authorized Official

Sean Jennings, President

Name & Title of Contractor/Consultant's Authorized Official

2/28/22
Date

**Exhibit X
Project Funding Package**

VER 03-25-2021

Form 11: Disclosure of Lobbying Activities

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
4040-0013

Not Applicable

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid or application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. contract	<p>3. Report Type:</p> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p>4. Name and Address of Reporting Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<p>5. If Reporting Entity is Not a Subawardee, Enter Name and Address of Prime:</p> 		
<p>6. Federal Department/Agency:</p> _____		<p>7. Federal Program Name/Description:</p> _____ <small>CFDA Number, if applicable:</small> _____
<p>8. Federal Action Number, if known:</p> _____		<p>9. Award Amount, if known:</p> \$ _____
<p>10. a. Name and Address of Lobbying Registrant:</p> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<p>b. Individual Performing Services (the using address if different from No. 10a):</p> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<p>11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Fed above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>* Signature: Not Applicable</p> * Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____		
<p>Federal Use Only:</p>		<p align="right"><small>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)</small></p>

Exhibit X
Project Funding Package

VFR 06-25-2021

Form 12 Immigration Law Affidavit Certification (1/1/21)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1936 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

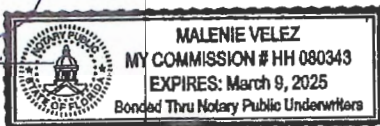
Company Name Waste Pro of Florida, Inc.
Print Name Sean Jennings Title President
Signature Sean M Jennings Date 2/22/22
State of Florida
County of Seminole

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 22nd day of February, 2022 by

Sean M. Jennings who has produced Personally known as identification.
(Print or Type Name) (Type of Identification and Number)

Malenie Velez
Notary Public Signature

Malenie Velez
Printed Name of Notary Public



Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Exhibit X
Project Funding Package

VER 03-25-2021

Form # 1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Waste Pro of Florida, Inc. of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR
Waste Pro of Florida, Inc.

By:


Signature

Sean Jennings, President

Name and Title

2101 W SR 434, 3rd Floor

Street Address

Longwood, FL

City, State, Zip

2/28/22
Date

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	RFP220049BJB
SOLICITATION TITLE:	Solid Waste and Recycling Collection Franchise Agreement – Service Area 4
DATE DUE:	Friday, February 25, 2022
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice: the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.**

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY



Posted Date: February 10, 2022

Solicitation No.: RFP220049BJB

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

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **OPEN DATE / PROPOSALS DUE EXTENSION:**

FROM: February 25, 2022, at 2:30 PM

TO: March 4, 2022, at 2:30 PM

2. ATTACHMENTS:

- REVISED MINIMUM QUALIFICATIONS FORM # 9

3. REVISIONS TO QUALIFICATIONS REQUIREMENT

The minimum qualifications within Tab 1 have been revised to reflect that the Proposer shall demonstrate its relevant experience successfully providing curbside collection and services similar to those required by the County. To demonstrate this ability, Proposer shall attest to the following minimum qualifications:

- A minimum of two (2) service areas similar in size to the County’s with successful operations with present or prior corporate entities (as operated by the public corporation or principals) within the past seven years. Service areas identified must demonstrate the ability of proposer to collect and deliver a minimum of 110,000 tons annually (**aggregate for identified areas**).

The Minimum Qualifications Form # 9 has been revised for the CONTRACTOR to attest to the experience required and is attached to this addendum. Revised form must be included with your proposal.

4. QUESTIONS/ANSWERS

1.	In the RFP document, on page 11 Section 29.2.1 it specifies contract term of one (1) three (3) year period with three (3) year renewal options. However, on page 24 Project Term of the RFP document, it specifies a term of seven (7) years with an option to extend for one (1) three (3) year period. Will you please clarify the contract terms for this solicitation?
Answer	Section 29.2.1. states: “Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three (3) year period with three (3) year renewal options.” Therefore, and as stated in the Special Conditions on page 24, the term of the agreement shall be for one (1) seven-year (7) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an

Exhibit X

Project Funding Package

	additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
--	---

2.	When is the start date for Service Area 4?
Answer	The current contract expires on September 30, 2022. It is anticipated that the new contract will begin October 1, 2022.

3.	Is Vegetative Waste collection unlimited? Is Bulk Waste collection unlimited? If the answer is YES to either or both, Per Page 6, Section 10; Will the County consider a proposal with limited Vegetative and Bulk Waste Collection?
Answer	Yes, the collection is unlimited. No, the County will not consider a proposal with limited Vegetative and Bulk Waste Collection.

4.	What is the contract start date?
Answer	The current contract expires on September 30, 2022. It is anticipated that the new contract will begin October 1, 2022.

5.	Is new equipment required?
Answer	No, new equipment is not required. As per the draft agreement, The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement.

6.	Will the County remove the cancellation for convenience?
Answer	No.

7.	Tab 1: Qualification of Firm / Experience: Is the 110,000 tons an aggregate number? Example: 2 separate contracts totaling 110,000 tons annually. If the answer is "NO", will the County accept a tonnage trending report from a Proposer that shows a trending 110,000 tons annual from a contract that has not yet completed two years however has a very long term?
Answer	Revisions have been made to the qualification requirement. See section 2 within this addendum reflecting change and attached Revised Minimum Qualifications Form # 9.

8.	Will the County consider combining collection services to help reduce the cost to the resident and haul materials to the Waste-to-Energy facility?
Answer	No.

9.	Would the County consider extending the submittal due date?
Answer	The submittal due date has been extended. Due date shall now be March 4, 2022 at 2:30 p.m.

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Project Funding Package

10.	The new contract is scheduled to start 10/1/2022. Can the current contract be extended?
Answer	The County reserves the right to extend the contract with the current Vendor should it be necessary. At this time, the County is reviewing this request and will answer in a future addendum.

11.	RFP pg. 24 Special Conditions #1 Project Term – Term is listed as one (1) seven-year (7) with an additional renewal term if mutually agreed of one (1) three-year period. In the draft Contract page 2 section 1 Term states the term as one (1) seven-year term and upon written mutual approval of both parties may unilaterally extend the Term of this Agreement for an additional two, one-year extensions. Can you please clarify the correct initial term and renewal term for this project?
Answer	The term of the agreement shall be for one (1) seven-year (7) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The draft agreement will be revised prior to its final execution.

12.	Draft Contract page 2 section 1, Term - Does the County agree that any renewal term must be based upon mutual consent of the parties?
Answer	Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

13.	RFP Pg. 6, Sec. 11.1 (Additions, Revisions, & Deletions) – This section states “additions, revisions, or deletions” that “change the intent” of the solicitation will not be considered. Does that mean if the Contractor takes exceptions to certain terms in the RFP then its proposal will be deemed non-responsive?
Answer	If a Contractor takes an exception, that should be brought up during the solicitation period. It should be formatted in the form of a question and submitted prior to the cut-off time for questions. The County will provide a response accordingly in a future addendum.

14.	RFP Pg. 12, Section 29.6.1 - Can the right to terminate for convenience be removed, or alternatively, made a mutual right for both parties?
Answer	No.

15.	Draft Contract page 2 section 2 Definitions – Bulk Waste- would the County consider adding a weight limit on an item of bulk? Unlimited weight can pose an operational collection safety issue.
Answer	No. The County ordinance prevents limitations on bulk collection.

16.	Draft Contract page 7 section 2 Definitions – Uncontrollable Forces – will the County consider adding pandemic to the list of Uncontrollable Forces?
Answer	Pandemic is covered under “Epidemic”.

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Project Funding Package

17.	Draft Contract page 10 section 4 A.2 – this section states that if Contractor chooses to use automated residential collection vehicles, change to automation must be approved by Contract Administrator prior to implementation. It appears that the RFP is only for manual collection, will the County accept an alternate proposal for automated services?
Answer	No. Historical experience shows fully automated service is not appropriate for Area 4.

18.	Draft Contract page 10 section 4.A.2 – Contractor has the option to provide carts for automated solid waste collection. If the Contractor provides new automated carts to residents, will the County consider requiring residents to place all waste material in a cart for collection (no uncartered waste at the curb)? This will increase efficiency and mitigate cost. If a resident due to volume requires an additional cart one can be made available for them.
Answer	No. The County Ordinance does not require material to be carted. Scope of work requires hauler to provide one trash cart, the county will provide up to two recycle carts free of charge however any material outside the cart must be collected.

19.	Draft Contract page 11 section 4B1 – Contractor must provide 65-gallon and 32-gallon single stream recycling containers to all homes currently receiving curbside recycling service. In addition to the single stream recycling containers residents can place an unlimited amount of additional recyclables at the curb for collection. Will the County consider requiring that all recyclable material be in the single stream recycling container with no additional material at the curb? This will increase efficiency and mitigate cost. If a resident due to volume requires an additional cart one can be made available for them
Answer	No. County will not require all recyclables to be carted. Recyclables cannot be loose. They must be placed in a container, including cardboard box, of some type.

20.	Draft Contract page 13 section 4B.7- Will the County confirm that all collected recyclables (residential and commercial) can be delivered to the Lee County Materials Recycling Facility? What percentage of non-recyclables/contamination is deemed unacceptable for that facility? What is the processing charge at the Lee County Materials Recycling Facility?
Answer	All material can be delivered to either the Materials Recycling Facility or the Lee County Transfer station. Both facilities are located at the Buckingham solid waste campus. The County deems a load contaminated when the contamination exceeds 25% by weight. Note that the disposal costs for all residential material is the responsibility of the County. Commercial recyclables are subject to the same 25% contamination maximum. If the contractor identifies commercial customers who exceed the 25% contamination rate the county will use its means to reduce contamination.

21.	Draft Contract page 14 section 4C1 – Electronics collection- This section states that the Contractor is not required to collect a disproportionate amount of electronic devices from a residential dwelling unit. Can County quantify what is a disproportionate amount of electronics?
Answer	No, the County cannot quantify the amount. County staff work closely with the contractor as a team to identify disproportionate amounts of electronics. The County has a free drop off site for electronics, and also collects electronics at over 26 field collection events per year.

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22.	Draft Contract page 16 section 4F.2 and pg 23.- White Goods Handling- Most franchise agreements require that the residential customer be responsible for removal of any refrigerant/CFCs before they place a white good curbside for disposal (this ensures safe collection of the refrigerant by the responsible party/owner and removes any risk of leakage occurring). Will the County agree to such requirement?
Answer	No. The County is interested in successful alternative means and processes of collecting white goods. Any proven and successful alternative for collecting bulk and vegetative waste shared by the proposer for future reference (not this solicitation) would be appreciated.

23.	Draft Contract page 28 section 5H – Customer Agreement & Disclosure Rates – Can the County clarify that this section refers to the submittal of a Contractor service agreement for County review and approval before the start of service under the new franchise agreement?
Answer	This is an annual requirement when/if rates change.

24.	RFP Detailed Specifications page 29 section 5(a) (i) – Collection Hours & Days – States that scheduled days of collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. Can the County confirm that the Contractor can provide residential collection services Monday through Saturday?
Answer	No, residential collection service is permitted to run Monday through Friday. Unless an approved holiday falls within that week and Saturday is used as a regular collection date.

25.	Draft Contract page 31 – Is the annual rate adjustment based upon the change in CPI or is it purely discretionary by the County?
Answer	CPI for annual rate adjustment. Contract language permits haulers to request an extraordinary rate adjustment. Approval is at the discretion of the Board of County Commissioners. Historical example: franchised haulers requested, and received, an extraordinary rate adjustment in 2021 above CPI adjustment due to market conditions.

26.	Draft Contract page 35 section 6F – Advance disposal fees – Can the County please clarify exactly what are Advance Disposal Fees and the instances where this would apply?
Answer	Advanced Disposal fees shall mean a fee imposed upon commercial entities or properties for failure to comply with the requirements in County Ordinance 07-25. This ordinance refers to construction and demolition material only.

27.	Draft Contract page 38 section 11. i. – Would the County remove the requirement to “employ in the local business office at least one full-time employee as a sale/business representative?”
Answer	No.

28.	Draft Contract page 39 section 13 --If the site/facility for disposal/processing is unilaterally changed by the Administrator, will the Contractor have an opportunity to seek reasonable compensation for any resulting change in related costs?
Answer	Yes.

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29.	Draft Contract page 41 section 17 – Would the County be willing to allow Contractor’s customer service representatives to answer phone calls for Lee County at a location other than the onsite office?
Answer	No.

30.	Draft Contract page 42 section 18 – For missed pick-ups identified after 12 noon, would the County allow the Contractor to collect same within 24 hours (without penalty)?
Answer	No. Penalties for service failures are detailed in section 19 “Quality of Performance of Contractor”.

31.	Draft Contract page 42 section 19- This section states the failure to complete a route incurs a \$1,000 per day charge – please confirm that an incomplete route would be defined as a failure to service an entire street, etc. versus a few missed pick-up complaints.
Answer	An incomplete route would constitute 10 or more homes missed in one route.

32.	Draft Contract page 42, section 20, Natural Disasters– Does the County have a contracted storm debris collection provider?
Answer	Yes. However, the contracted hauler may be requested by the contract administrator to assist with clean-up from some natural disasters in accordance with the terms listed in this section. Rates to be negotiated.

33.	Draft Contract page 42, section 20, Uncontrollable Circumstances – Would the County add language to make clear that delays in performance due to uncontrollable circumstances will not result in imposition of administrative charges?
Answer	No. The County will assess fines for proven service failures monthly. The contract language allows the hauler to dispute fine invoices justifying uncontrollable circumstances. Discretion is of the County whether the justification is approved or denied, and fines waived or reduced.

34.	Draft Contract page 48 Indemnification – Would the County be willing to remove the language “regardless whether others may be wholly, concurrently, partially or solely negligent, or strictly liable, or absolutely liable or otherwise at fault” to make clear the Contractor’s indemnity obligation is limited to the Contractor’s own actions or inactions?
Answer	No.

35.	The draft says that the hauler can choose to use carts and that the amount a resident can place at the curb is unlimited. If the hauler does decide to use automated service will the County, consider requiring all <u>MSW</u> to be placed in a automated service container if the hauler will provide multiple containers?
Answer	No. By Ordinance 11-27 the County cannot require all material to be placed in an “automated service container.”

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36.	The draft states that the contractor must provide recycle services to commercial customer that includes single stream recycles and it further states that the contractor is not allowed to charge a processing fee. Single stream commercial recycle has very low commodity value and a high processing fee for the contractor. Will the County consider excluding commercial single stream recycling from the services provided or allow a processing fee to be added?
Answer	Commercial recycling is considered open market and will be excluded from the services to be provided. The draft agreement will be revised prior to final execution.

37.	Draft Contract page 34 section 6E- Franchise Fee - we pay the county 5.5% of the total of all charges invoiced whether collected or not arising out of any services or operations conducted in the service area pursuant to this agreement except charges for commercial disposal cost and advance disposal fees. Will the county consider making a change to collected revenue in place of gross? Does this apply to commercial recycle since it is not part of the franchise agreement? Does this include disposal for commercial and industrial that is part of the franchise since that is a pass through?
Answer	No. The franchise fee for Franchise Area 4 has been reduced for the term of this agreement from 5.5% to 4%.

38.	Draft Contract page 35 section 6F- Advance Disposal Fees- Can the County clarify how this section is intended to be applied? What are the invoices that the contract must administer? Also, the Contractor is to remit to the County 90% of the amount invoiced whether the invoice was paid or not. Will the County also consider once explained if they would make the change to have the Contractor remit whatever fees are required in this section on revenues received instead of billed?
Answer	Advanced disposal fees are applied to in accordance with Ordinance 07-25. No, fees for what are billed is required. Note this applies to construction and demolition material only, which is an open market service in Lee County.

39.	Can you provide the total liquidated damages paid by the franchisees over the term of the agreement? (Note – you had mentioned that we were provided a three-year summary in the Bid Documents – I took another look and only see two years, not three.)
Answer	The total liquidated damages paid for the current contract is \$564,300. Note that the County has historically waived payment for fines less than \$5,000 per month.

40.	What company one the prior Area 4 bid and started the current contract?
Answer	Current contract was Board approved and awarded to Progressive Waste Solutions of FL, Inc. on April 21, 2015.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs - Procurement Analyst
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Posted Date: February 14, 2022

Solicitation No.: RFP220049BJB

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

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS: FOR INFORMATIONAL PURPOSES ONLY

- Addendum 2 / Attachment 1 – Historical and Forecast Rate Study
- Addendum 2 / Attachment 2 – Overview and Map of Collection Routes
- Addendum 2 / Attachment 3 – Disposal Calculation Rate
- Addendum 2 / Attachment 4 – Dead-End Street Listing
- Addendum 2 / Attachment 5 – Sample of Daily Exceptions List
- Addendum 2 / Attachment 6 – Commercial Customer Listing
- Addendum 2 / Attachment 7 – Commercial Maps of Area 4

2. QUESTIONS/ANSWERS

1.	Should the Residential prices submitted on the Price Proposal Form, Section A, include disposal?
Answer	Residential prices submitted should not include disposal as residential disposal is billed back to residents via the tax roll. The tax roll is prepared by the County annually. See page 33 of draft agreement.
2.	Should the Commercial Multi-family prices submitted on the Price Proposal Form, Section B, include disposal?
Answer	Yes.
3.	Should the Commercial prices submitted on the Price Proposal Form, Section C, include disposal?
Answer	Yes.
4.	Should the Residential prices submitted on the Price Proposal Form, Section A, include franchise fees?
Answer	Yes. The franchise fee should be built into the cost of price per dwelling submitted as stated on price proposal form.
5.	Should the Commercial Multi-family prices submitted on the Price Proposal Form, Section B, include franchise fees?
Answer	Franchise fee should be built into the cost of price per dwelling submitted as stated on price proposal form.

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6.	Should the Commercial prices submitted on the Price Proposal Form, Section C, include franchise fees?
Answer	Yes. The franchise fee should be built into the cost of price per collection submitted as stated on price proposal form.
7.	Can you provide the historical and forecasted residential unit counts for Service Area # 4 in the following categories: Residential, Multi-family.
Answer	A historical and forecast rate study for residential and multi-family has been provided. See attachment 1 to this addendum.
8.	Can you provide the historical and forecasted tonnage for Service Area #4 in the following categories: MSW, Recycling, Yard Waste, Bulk.
Answer	A historical and forecast rate study for residential and multi-family has been provided. See attachment 1 to this addendum.
9.	Can you provide the current residential daily route maps including a breakdown of the types of units serviced on specific days (e.g. "Curbsides serviced on Monday, Tuesday, etc.)
Answer	An overview and maps of the collection routes have been provided. See attachment 2 to this addendum.
10.	Are any areas of the new Babcock Ranches development included in Area 4? If so, can you specify.
Answer	A section of Babcock Ranch is included in area 4. There is no present development in this section at this time. We do not have a timeline for expansion into Lee County.
11.	Can you provide a list of which MF addresses receive curbside collection.
Answer	The addresses for Multi-Family dwellings can be found in Attachment 6 to this addendum.
12.	Can you provide the daily commercial route maps.
Answer	Commercial route maps are available. See attachment 7 to this addendum.
13.	Can you provide a list of commercial accounts that take 96 gallon service.
Answer	A more detailed commercial customer listing has been provided as attachment 6 to this addendum.
14.	Can you provide the historical and forecasted tonnage for Service Area #4 in the following categories: Commercial Containerized
Answer	A historical and forecast rate study for residential and multi-family has been provided. See attachment 1 to this addendum.
15.	Contractor is responsible for calculating and invoicing disposal to Commercial customers, described in the bid specs as a "passthru disposal fee." Does this fee apply to Containerized Multi-Family customers, as well?
Answer	Yes.
16.	Contractor is responsible for calculating and invoicing disposal to Commercial customers, described in the bid specs as a "passthru disposal fee." Do the bid specs address how this fee is calculated?

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Answer	The County sets the disposal rate annually based on rate modeling conducted by a third-party consultant. The current disposal rate for FY22 is \$50.20 per ton. See calculation rate explanation within attachment 3 of this addendum.
17.	Contractor is responsible for calculating and invoicing disposal to Commercial customers, described in the bid specs as a "passthru disposal fee." Is there a line on Form-1a to enter a "bid price" for this item?
Answer	No, it is a calculated pass through. See attachment 3 to this addendum for calculation rate explanation.
18.	Contractor is responsible for calculating and invoicing disposal to Commercial customers, described in the bid specs as a "passthru disposal fee." Is the fee to be assessed on a per-cubic-yard basis?
Answer	The County sets the disposal rate annually based on rate modeling conducted by a third-party consultant. The current disposal rate for FY22 is \$50.20 per ton. See calculation rate explanation within attachment 3 of this addendum.
19.	Can you provide additional information and historical data related to billing commercial customers for recycling violations. Can you further explain the process and responsibilities of the hauler in assessing these fees.
Answer	The County ensures businesses comply with ordinance 07-25 mandating commercial recycling. The County does not enforce commercial recycling violations against the hauler as commercial recycling is open market.
20.	If the contract is bid on February 25 at today's costs, and if the County moves the start-up date to March 1, 2022, would the County entertain adding next year's Price Adjustment calculation to the bid rates?
Answer	The current contract expires on September 30, 2022. It is anticipated that the new contract will begin October 1, 2022.
21.	Draft Agreement pg 15, section #3 states each franchised hauler is required to deliver a MINIMUM of 60cy per week of mulch made from vegetative waste to the County's designated mulch site. Can you provide historical (and forecasted) cubic yardage for this requirement and add'l details including locations.
Answer	The current Area 4 franchise hauler has collected the following tons of mulch for distribution by fiscal year: FY19: 536.49, FY20: 786.70, FY21: 653. Forecasted numbers are not available as they are driven by resident demand.
22.	Does the franchise fee need to be included within the pricing form?
Answer	Yes. The franchise fee should be built into the cost submitted as stated on price proposal form.
23.	Are the franchise fees included in the rates provided in attachment 4 Current service rates? Could you clarify whether these rates include disposal cost?
Answer	No. The rates included within attachment 4, as provided with the original solicitation, do not include franchise fees or disposal.
24.	Does the County have a list of all the backdowns within the Franchise area 4?
Answer	The County does not have a listing specific to back down streets as this method of collection is determined by the franchise hauler. For this question, the County has provided a listing of all dead-end streets in franchise area 4. See attachment 4 to this addendum.

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25.	Could you please provide the tonnages for each waste stream collected (residential solid waste, recycling, yard waste, Commercial MSW, and Roll-off)?
Answer	A historical and forecast rate study for residential and multi-family has been provided. See attachment 1 to this addendum.
26.	Attachment 7 only provides the commercial route sheets for two days (Monday / Wednesday). Could you provide the commercial route sheets for the remaining days?
Answer	See attachment 6 to this addendum for detailed commercial customer listings and attachment 7 to this addendum for commercial maps for area 4.
27.	Could you please clarify the RFP submission schedule, after the submission deadline? It appears that the first committee and remaining schedules occur prior to the submittal due date.
Answer	These are typographical errors. You can anticipate these meetings to occur within 30 to 45 days after the submission deadline. The Board Meeting provided is a targeted date and is not for certain. Additionally, as stated within the bullet point in the bottom portion of the submission schedule; Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.
28.	Page 2 of the draft agreement states 2 one year extensions while the RFP states 1 three year extension. Could you please clarify whether the RFP is the correct one?
Answer	The term of the agreement shall be for one (1) seven-year (7) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The draft agreement will be revised prior to final execution.
29.	Could you confirm whether the collection days can be modified to improve efficiencies and balance the number of customers receiving service per day?
Answer	Yes. Routing will be submitted by the awarded contractor to the County for review and acceptance prior to the start of the awarded contract per the mutually agreed upon transition timeline.
30.	It appears that residents have been provided County labeled carts. Will the contractor be allowed to collect the currently provided carts to residents, and has each resident been provided a recycling and solid waste cart?
Answer	Yes. All carts (both MSW and Recycling) belong to the County at the end of the present contract. Future MSW carts will be purchased by the Contractor to County specifications and maintained by the Contractor. Future recycling carts will be purchased by the County.
31.	Who is in charge of the quality control inspection required on page 13? Could the County provide the last quality control inspections that were completed?
Answer	The hauler is responsible for conducting the quality control inspections. All observed contamination is input daily, by address, into the County's "Request for Action" work order system as part of the daily exceptions list. A sample of this list has been provided within attachment 5 of this addendum.
32.	Could you please confirm whether the County is responsible for the payment of the disposal / processing? If not, could you please provide the current disposal / processing fee for each facility?

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Answer	The hauler is responsible for commercial disposal costs. Present rates are \$50.20 for MSW and \$38.12 for Recycle. The hauler does not pay disposal on residential is this collected through a tax assessment.
33.	Could you please provide a list or the number of physically disabled residents receiving back door / side yard service?
Answer	As of January 2022, there are 20 residential units approved for back door/side yard service. This number is fluid and will increase or decrease. Listing will be provided to awarded vendor prior to commencement of contract.
34.	Could you provide the adjustment factors for the previous 5 years?
Answer	This has been provided within the Historical Data, Numbers and Additional Information sheet identified as Attachment 8 and posted with the original solicitation.
35.	Could you clarify the dates on the last paragraph of page 31 of the draft agreement?
Answer	These are typographical errors on the years listed; months are accurate. The draft agreement will be adjusted to reflect this prior to final execution.
36.	Could you clarify that the monthly true-up statement applies to the contractor and the County. For example, if there is a deficit and the contractor has paid more disposal than what has been billed, will the County reimburse the difference?
Answer	Historically, this situation has not occurred. If arises, yes, the difference would be reimbursed.
37.	Could you provide the current collection routes?
Answer	An overview and maps of the collection routes have been provided. See attachment 2 to this addendum.
38.	Could you provide clarification on the number of collections per year on Exhibit 2 section C for the 2,4, 6, and 8 yd containers?
Answer	Numbers listed are "Estimated By County For Proposal Purposes. Actual Number Of Units May Vary" per exhibit detail instructions. Actual numbers vary based upon demand from commercial customers. Please note that the draft agreement provided is a "draft". The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement to be finalized. Additionally, the exhibit you are referencing is actually a reflection of the current price proposal form. Exhibit II within the agreement will be revised to reflect the established pricing with the awarded Contractor.
39.	Could you provide the size and frequency of collection for all commercial customers?
Answer	A more detailed commercial customer listing has been provided as attachment 6 to this addendum.
40.	Could you clarify the difference on the rental rate on exhibit II-2 and II-4?
Answer	Exhibit II-2 is intended to reflect an annual rate, Exhibit II-4 is intended to reflect monthly. Please note that the draft agreement provided is a "draft". It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder's for the new agreement to be finalized. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement.
41.	Exhibit V from the agreement states that the performance bond will be calculated by multiplying the Total Annual Service Fees time 0.5. However, the RFP states that the

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	Contractor will issue a performance bond in the amount of \$1.5M and a payment bond in the amount of \$750k. Could you please clarify which one is correct?
Answer	See section 4.3 of the Special Conditions within the RFP. The Payment bond shall be in the amount of \$750,000 and the Performance Bond is to be issued in the amount of \$1,500,000. Please note that the draft agreement provided is a "draft". It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder's for the new agreement to be finalized. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

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Lee County Procurement Management



Posted Date: February 16, 2022

Solicitation No.: RFP 220049BJB

Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement – Franchise Area 4

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. REVISED PRICE PROPOSAL FORM 1A

The price proposal from has been updated and a revised Price Proposal Form has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the revised Price Proposal Form 1a and are able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Revised Price Proposal Form needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

Proposers MUST use the Revised Price Proposal Form 1a when submitting their proposal. The County will not accept pricing proposals submitted on forms or in formats other than the Revised Price Proposal Form 1a, as provided by the County. Proposal submitted on forms, other than the Revised Form 1a, will be deemed non-responsive and ineligible for award.

2. CLARIFICATION: Please note that the exhibits provided within the draft agreement are reflective of the previous agreement and are only considered as placeholders for exhibits in the draft agreement. There should be no consideration or reference to the exhibits with regards to pricing or pricing requirements. As stated above, the Revised Price Proposal Form 1a shall be submitted with your proposal.

The draft agreement is being provided as a “draft”. It has not been finalized. The exhibits within the draft agreement will be revised to reflect what is relevant to the new agreement prior to final execution.

3. QUESTIONS/ANSWERS

1.	Draft Contract page 44-45 Section 20- What is the anticipated advance notice that the County will give the Contractor when requesting storm debris clean up service? Most Contractors would require a minimum of 2 weeks to mobilize additional labor and equipment.
Answer	The advanced notice will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The County has a separate agreement with a contractor for debris management.

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2.	Draft Contract Exhibit II Rate Schedule for Franchise Service Area 4- The rates in the draft contract are identical to the rates in the 2015 agreement that the County included with the RFP documents. Will the Contractor be allowed to update the rates in all the rate sheets included in Exhibit II? To include the Monthly Container Rental Rates pg II-4, Special Services Rates pg II-6, Commercial Recycling Collection Service pg II-6, Vegetative Storm Debris Collection Service pg II-6. The rates listed in the Draft Contract are 7 years old and are not reflective of the costs in 2022.
Answer	The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution.
3.	Draft Contract Exhibit II—will the County consider raising the storm debris clean up rates in Exhibit II to reflect current market rates & cost? The rates in the draft contract are the same as the rates in the 2015 contract.
Answer	The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution. The County has a separate agreement with a contractor for debris management.
4.	Draft Contract page 44-45 Section 20- If the Contractor is called upon to provide storm debris clean up, will the Contractor be given a variance on collection requirements of the residential services?
Answer	Any variance will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The priority for the contractor is the quick and orderly return to normal residential and commercial collection using normal service trucks. The County has a separate agreement with a contractor for debris management.
5.	Draft Contract Exhibit II – is the pricing in Exhibit II and contractor’s obligation to provide clean up apply only to “named storms” or all natural disasters?
Answer	This will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The priority for the contractor is the quick and orderly return to normal residential and commercial collection. There is no requirement that the contractor collect storm debris. The County has a separate agreement with a contractor for debris management. The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution. The County has a separate agreement with a contractor for debris management.

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6.	RFP page 33 Tab 4 Financial Capabilities – Can the proposer submit the audited financial statement of its parent company (a publicly-traded company) in the form of the most recent 10K?
Answer	<p>Yes. A 10k would be acceptable for a parent company of a publicly traded company. It is understood that a subsidiary of a publicly traded company may not have individual financial statements or annual report. Other evidence that would be helpful for a publicly traded company or private company:</p> <ul style="list-style-type: none"> • Most recent complete audited financial statement for parent company and subsidiary. • Balance sheet • Available lines of credit. • Clear statement of company cash flows. • Others as determined by the proposer.
7.	RFP page 46 Form 4 “Alleged Negligence or Breach of Contract Disclosure Form” – should motor vehicle accident cases be listed on the Form?
Answer	No.
8.	Contract Page 2, 1. Term – the agreement states the term is a seven (7) year term with two (2) additional one (1) year options for renewal. But at the pre-bid meeting it was stated there was a seven (7) year term with a three (3) year renewal option. Would the county please clarify the term?
Answer	See answer to question # 1 in addendum 1.
9.	Electronic devices are taken with the regular solid waste collection. Would the county update the language to reflect this? Or is the hauler expected to provide an additional truck to collect electronic waste? Please clarify.
Answer	Electronic devices should be segregated. The hauler can collect as they see fit. Any excessive electronic set out should be shared with county staff immediately.
10.	Contract, Page 7 - Uncontrollable forces – would the county consider adding labor shortage to the definition?
Answer	No. Labor shortages have causes. The contractor must prove an uncontrollable circumstance that results in a systemic labor shortage for the contract.
11.	Contract, Page 10 – during the 10 weeks that the hauler is to divert to the Lee/Hendry Landfill would the county update the pricing sheet to allow for a rate to be included for this service?
Answer	No. The County sees no additional costs due to diversion to the landfill from Area 4.
12.	Contract, page 10 2. Containers – would the county clarify if the hauler is to provide the solid waste containers or if the county provides the solid waste containers or only oversee and pay for new carts or replacement carts?
Answer	At the end of the current contract all residential carts, MSW and Recycling, will be the property of the County. Future MSW residential carts will be purchased by the contractor. The County provides all residential recycling carts. Commercial containers of all types are provided by the contractor.

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13.	Pricing Proposal Form – Section B: Commercial Multi-Family Dwelling Curbside Can Services – the garbage and recyclables collection is listed in the same line. Is this to be the total for both services? Or should these items be split into two separate lines for rates?
Answer	This is a total for both services.
14.	What percentage of the total roads in service area 4 do the estimated 1100 backdowns impact?
Answer	See answer to question # 24 in addendum 2.
15.	Would the county provide a list of current side door/garage door service?
Answer	See answer to question # 33 in addendum 2.
16.	Contract page 25 – Section C. Commercial Vegetative Collection Waste – please confirm if this collection is non-exclusive? Additionally, there is not a rate for this type of service on the pricing proposal sheet.
Answer	Commercial vegetative is non-exclusive. It is an open-market service.
17.	1Contract page 25 – Section D. Commercial Recycling Services – there is not an Exhibit II in the RFP package. Would the county require the county to provide the service but not require a pricing sheet to allow for the hauler to be more competitive in the open market as this is not an exclusive service?
Answer	As stated earlier, commercial recycling is open market with the limitation that rates cannot exceed the rates for commercial MSW.
18.	Contract page 27 – Section 5. Disposal or Processing Cost – Would the county consider removing this language or modifying to allow the hauler to be more competitive in an open market environment? The hauler is currently charged in other services areas by the county for processing/disposal services and these costs are passed through to the residents.
Answer	No. As stated earlier, the present commercial MSW disposal fee is \$50.20, and the present commercial Recycling processing fee is \$38.12. Commercial recycling is open market.
19.	Contract Page 31 – Section 6. A. Solid Waste and Recycling Collection Rate Adjustment – it should be shown March over March or February over February. Would the county please amend the methodology example?
Answer	See Addendum #2 question 35. Dates are March 1 to Feb 28 of each year.
20.	Contract page 31 – Section 6 A - top of the page – would the county modify the language to include all periods of the agreement for the adjustments and not on the second through the fourth potential adjustment periods?
Answer	No.
21.	A CPI is not a rate adjustment but merely the contractor keeping up with doing business year over year. In the current agreement, the rate adjustment is subject to the BOCC approval. Would the county consider making this an automatic event (no BOCC approval) or would the county consider adding in language for a 180-day contract out should the rate adjustment be denied?
Answer	The BOCC must approve rate increases. The BOCC has historically approved the rate increases. The BOCC approved an extraordinary rate increase in 2021.

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22.	The five (5) year average of the CPI indicated in the agreement is 1.7%. This is not adequate to keep up with the cost of doing business. Would the county consider switching to the CUURS0000SG02 trash index?
Answer	No. Expected increases in cost of operations are a risk included in the proposed prices.
23.	In the agreement, page 40 #14 Collection equipment does not mention anything requiring new collection vehicles. Page 5 of the RFP solicitation 9.2 states all equipment and material shall be new. Please confirm if there are age requirements for the collection fleet
Answer	See answer to question # 5 in addendum 1.
24.	Would the county consider removing the request for the contractor to have a fax machine?
Answer	A combined fax/copier/scanner using any type of communication line will suffice.
25.	Pricing Proposal Form – the number of estimated collections listed on the excel sheet – is this an actual representation of the work that is currently being performed?
Answer	Price proposal form indicates the numbers are estimated for proposal purposes. The estimated dwelling count in section A is based on current unit counts when the draft scope was submitted to Procurement in October. Please use open source media for estimated home and population growth.
26.	Pricing Proposal Form – lines 35-43, there are rates listed for the container rental prices. Is this intended to be filled in or should the contractor delete the rates that are listed and enter in pricing for the container rental?
Answer	The Pricing Proposal Form has been revised. See attachment to this addendum. For Section C, the Contractor shall provide pricing for the Container Rental Price and Collections Price. Containers and Number of Collections shall remain untouched as these are for evaluation purposes only.
27.	Exhibit pricing as indicated in the proposed agreement – all state not to be adjusted during the term. These rates should be adjusted with CPI, etc. Please amend. Rates that are listed in some of these exhibits are different that what is listed on the proposal pricing sheet. Please confirm.
Answer	Set rental prices, as all other prices, will be changed based upon the annual rate adjustment. Additionally, there should be no reference to the Exhibit with regard to pricing. The exhibit within the placeholder is considered a placeholder. Please refer to the Price Proposal Form 1a as required within the solicitation and referenced within section 1 of this addendum.
28.	Would the county provide a detailed excel listing of the current commercial customers including container sizes, frequency, and address? Given the short timeframe of the proposal, q/a window, and due date this information would be helpful to provide a detailed thorough response.
Answer	The County has provided detailed commercial customer listings within Attachment 6 to Addendum # 2.
29.	RFP page 12 Section 29.6.1 Termination – the contract for services is a multi-million dollar investment would the county consider removing the termination language as it is currently listed with a 30 day notice?
Answer	No. The 30-day notice is after a notice of default. The issue should be cured long before the County issues a notice of default.

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30.	RFP, Page 21 19 – the cure period is listed at 15 days, would the county consider modifying to allow a 30 day cure period?
Answer	Yes. The County will allow 30 days to cure.
31.	RFP Page 25, 4.3 Payment and Performance Bond – would the county consider removing the Public Payment Bond of \$750,000 as this would be covered with the \$1.5M performance bond? Additionally, would the county confirm the amount for the bid bond and/or performance bond as this was referenced at the pre-bid meeting and does not seem to align with the RFP document?
Answer	The State of Florida does not recognize a Payment and Performance Bond as being the same. These are two separate bonds. Bonding requirements for this project can be found on page 24 of the solicitation documents within section 4. Bid bond (submitted with your proposal) shall be in the amount of \$112,500 or 5% of the Performance and Payment Bond. The Payment Bond shall be in the amount of \$750,000 and the Performance Bond shall be in the amount of \$1,500,000. These bonds will be obtained by the awarded Contractor.
32.	RFP Page 28 3 vi – As the county oversees all of the customer and commercial educational initiatives would a landing page with division information (address and contact information) as well as a link to the county solid waste page be sufficient to fulfill this request?
Answer	Yes.
33.	With the level of detail the county is asking in the RFP response and the deadline for question and answer so close to the due date would the county consider extending the response deadline?
Answer	The deadline for questions remains 8 days prior to the due date. The deadline for questions for this solicitation is prior to end of business on February 24, 2022. The County reserves the right to post addendums at any time prior to the due date. It is incumbent upon proposers to ensure that they monitor the Lee County Procurement webpage for any addendums issued for this solicitation.
34.	Agreement Section 18. Complaints – it is referenced in this section that misses have to be collected the same day. Would the county consider amending this to be reported on the same day and collected within one business day?
Answer	No.
35.	Is there a right to cure period associated with any of the fine languages as proposed in the draft agreement?
Answer	No, there is no cure period for administrative charges. As per Section 19, page 44 the contractor may contest the administrative charge. The County historically waives monthly administrative charge payments if the cumulative monthly charge is less than \$5,000. The County has provided a history of administrative charges. These can be found in attachment 8 with the original solicitation.
36.	Agreement Section 19. Quality of Performance – it is stated the contract administrator may levy between \$100-\$500 per incident. Would the county consider revising this to \$100 per incident (no range of \$100 - \$500)?
Answer	No. The County historically waives monthly payments if the cumulative charge is less than \$5,000. The County has provided a history of administrative charges. These can be found in attachment 8 with the original solicitation.

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37.	Please define what an incomplete route is (number of homes).
Answer	10 or more homes. See question # 31 in Addendum # 1.
38.	Page 44 Agreement – it is listed that changing routes, including starting point could result in a \$3,000 fine. Would the county please consider removing or modifying that language? Times of routes could change routinely based upon weather conditions, landfill trips, wait times at the landfill, flat tire, etc.
Answer	“Changing Routes” is considered a scheduled route change. Environmental factors as described are not considered a route change. The County will work quickly and closely with the contractor for any necessary scheduled route changes. Please review Attachment 1 - draft agreement, page 19 Section J. Routes and Schedules.
39.	Agreement Section 24. Employee Wages and Benefits – every hauler will provide varying benefit packages, holidays, and sick time. Would the county consider removing the language regarding one week paid sick leave, vacation required, the percentage required for paid medical insurance, as well as seniority offered to new hires, and Memorial Day as a holiday?
Answer	The County will not accept removing the Memorial Day holiday as this is a recognized County holiday. The County will accept the removal of the requirement of the seniority clause and language regarding the medical insurance percentage. However, the County will not remove the requirement of vacation/sick time as this is considered a safety issue. The draft agreement will be revised prior to final execution of the new agreement.
40.	Agreement – Section 66 Termination for convenience – would the county consider revising this language to allow for a cure period?
Answer	This is a required federal clause. For this agreement it applies only to work under federal rules (FEMA for example). Language will remain unchanged.
41.	The rates that are filled in on the exhibit sheets – are they intended to be there or can they be deleted and modified as each hauler prepares their responses?
Answer	Responses are to be submitted utilizing the required format within the submittals section of the RFP. Additionally, pricing shall be submitted by proposers using the attached Revised Price Proposal Form 1a. The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Posted Date: February 22, 2022

Solicitation No.: RFP 220049BJB

Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement – Franchise Area 4

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS: FOR INFORMATIONAL PURPOSES ONLY

- Addendum 4 / Attachment 1 – Substandard Streets Listing
- Addendum 4 / Attachment 2 – Service Area 4 Fine Report 10/18/ to 9/21
- Addendum 4 / Attachment 3 – Citizen Drop-Off Reimbursement Schedule

2. QUESTIONS/ANSWERS

1.	Section 29.6.1 – As there is a substantial capital outlay required for the performance of the agreement, a termination for convenience on 30-day notice is unconscionable. As such, the Contractor requests that termination only be for cause or default with a 30-day opportunity to cure. Please delete the termination for convenience and add an opportunity to cure defaults after notice.?
Answer	This is a draft agreement. The County will consider proposed term language during negotiations with the selected vendor prior to finalizing the agreement.
2.	Section 4.3 – Since 5% of the Performance and Payment Bond total is \$112,500, and this section states that the Bid Bond required is \$150,000 or 5% and these two numbers do not match up, what is the required amount of the Bid Bond?
Answer	See answer to question 31 in addendum # 3.
3.	Section 4.3.1 – As long as the Payment and Performance Bonds are renewed on a timely basis each year, may the Bonds be annual as opposed to the original Bonds being for a 7-year term? (It is much more expensive to secure a bond for a seven year term)
Answer	No. Bond must be for the initial term of the awarded contract.
4.	Section 6.1 – May the Proposer take exception to any of the contract terms not amended during the question-and-answer periods?
Answer	If a Contractor takes an exception, that should be brought up during the solicitation period. It should be formatted in the form of a question and submitted prior to the cut-off time for questions. The County will provide a response accordingly in a future addendum.

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5.	Section 2(a)(vi) – As the collection vehicles necessary to collect bulk waste are very different from the “normal” solid waste placed at the curb, please clarify when residents may place bulk waste at the curb as it should not be on every day that the resident receives solid waste pick up.
Answer	Per draft agreement, bulk waste shall be picked up with normal solid waste or by a special collection pick up at no additional cost. Bulk waste that cannot be collected normally shall be collected by a special collection with suitable equipment. Special Collections shall be provided at no extra charge and shall be scheduled based on the Department request or Contractor personnel’s observation or log stating that Bulk Waste was set out and could not be collected normally. The address and reason for non-collection is recorded on a “Daily Exceptions List” and is submitted to the Department the next day. Special Collections shall be scheduled and performed no later than the second working day following a request for such pickup or observation of a Bulk Waste item by the Contractor’s personnel. For purposes of this paragraph, Saturday is a working day.
6.	Section 2(a)(vii) – Is there a limit on how many times per month/year a resident may call for white good removal?
Answer	No.
7.	Section 3(a)(iv) – As fax machines are an antiquated technology, would the County please change this to email or another electronic method?
Answer	A combined fax/copier/scanner using any type communication line will suffice.
8.	Page 35 – Please address the inconsistent date on the schedule table.
Answer	See answer to question 27 in Addendum # 2.
9.	Section 1- This section conflicts with Section 1.1 of the RFP, please reconcile.
Answer	See answer to question 11 in Addendum # 1.
10.	Section 3 – Please clarify what is expected of the Vendor by the language, “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.”
Answer	Commercial recycling is open market however the County expects the contractor to provide high-level quality solid waste and recycling collection services to commercial customers and other commercial recycling haulers as required for residential collections.
11.	Section 4(A)(1) – Please clarify, “The Recyclables Collection must be provided on the same day as the Vegetative Waste Collection for approximately 80% of the Curbside Residential Collection Service customers.” What is the purpose of the partial collection?
Answer	This accounts for streets designated as substandard. Service on these substandard roads shall be a minimum of one combined Solid Waste and Vegetative Waste Collection and one separate Recycling Collection per week. Section 14. “Collection Equipment” of draft agreement provides further detail on substandard collection requirements. Substandard Street Listing has been provided as attachment 1 to this addendum.

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12.	Section 4(A)(1) – Please clarify, “The Contractor shall deliver 60% of the municipal solid waste (MSW) and vegetative waste collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill in Felda, Florida” Who decides when this is to take place and how 60% is determined?
Answer	Diversion to the Lee/Hendry Landfill is at the discretion of the County based upon plant outages and availability of the Waste to Energy plant to process waste. 60% is determined by routine outages. Historically, contractors willingly divert to the Lee/Hendry Landfill due to the close proximity of scheduled routes.
13.	Section 4(E) & (F) – Is there a limit on how many collections a residence may have, either regular or special, of Bulk collection or White Goods collection?
Answer	No.
14.	Section 4(I) – Please confirm that regular residential collection is not permitted on Saturday.
Answer	Residential collection service is permitted to run Monday through Friday. Unless an approved holiday falls within that week and Saturday is used as a regular collection date.
15.	Section 6(A) – (i) Please change the CPI formula to Water, Sewer, Trash Index (CUUR0000SEHG) as the CPI index that more closely aligns with the services provided under this Agreement and should be applied automatically, without approval or request, beginning in the second year. Please revise and include. (ii) The CPI adjustment should be automatic, not at the discretion of the County, the Vendor should only have to submit the calculation and it should be granted. The county should only require the calculation as proof of the justification, please revise accordingly. (iii) Why is 2015 & 2016 used in the example? These are too far out in time to be useful to this example, please amend.
Answer	<p>(i) The CPI formula will not be changed as requested.</p> <p>(ii) As per Lee County Ordinance, the BOCC must approve rate increases. The BOCC has historically approved the rate increases. The BOCC approved both a CPI and an extraordinary rate increase in 2021.</p> <p>(iii) Clarification provided in Addendum #2 question 35; years listed are a typographical error however months provided are accurate. The draft agreement will be adjusted to reflect this prior to final execution.</p>
16.	Section 16 – Please make clear by adding them that all of the waste types in the section heading are included in the text of the section, currently only Special Waste is included.
Answer	All items are included in the definition of “Special Waste”. The draft agreement can be adjusted to reflect this prior to final execution.
17.	Section 19 – The first set of offenses has a range from \$100-\$500, but does not have a standard by which an amount will be assessed. Please clarify so there is not so much of a disparity between what can be charged. Additionally, Administrative fees should not be deducted until such time as Contractor has had an opportunity to contest the imposition and has not prevailed in the contest of the fees. Please delete this automatic deduction.
Answer	The county uses a compound methodology for repeat offenses listed in the first set of offenses. Confirmed service infractions start at \$100 but will compound for each repeat offense at a location or if the infraction relates to failure to adhere to all reporting requirements detailed in the draft agreement. Per draft agreement Section 19, the Contract Administrator may assess administrative charges

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	<p>pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the County and present its defense to such assessment.</p>
18.	<p>Section 19 - The penalties herein are punitive and are too high to be enforceable. It is well-settled Florida law that parties to a contract may stipulate in advance the amount that is to be paid or retained as administrative/liquidated damages in the event of a contract breach. Florida courts often find such clauses invalid “where their purpose is to deter a breach,” rather than serve as a means of recouping actual damages. Where there is doubt as to whether a provision is a penalty or a proper liquidated damages clause, the tendency of the courts is to construe a provision for payment of an arbitrary sum a penalty rather than one for liquidated damages.</p> <p>For a liquidated damages clause to be deemed valid, it must satisfy two conditions. First, the damages stemming from the alleged breach must not be readily ascertainable. Second, the sum stipulated to be forfeited must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach as to show that the parties could have intended only to induce full performance, rather than to liquidate their damages. The County’s penalties here do not meet this test and must be revised to reflect actual damages the Board may suffer. Please revise to be in line with Florida law.</p>
Answer	Final agreement will be aligned with Florida Law based on Legal review and guidance.
19.	<p>Section 20 - Natural disasters present unique issues, and additional equipment might be difficult or impossible to procure, as such, the Vendor may not be able to provide additional equipment. Additionally, given the state of the current employment market, it is near impossible to provide a schedule of rates in advance of the time when it will be needed after a disaster declaration. Please delete these provisions.</p>
Answer	This section will remain.
20.	<p>Section 24 – Not all employees take the medical insurance offered by the company and as such, the Contractor should only be required to “offer” insurance, not provide. Additionally, 80% is outside of the market and does not reflect what might be the industry standard. The percentage of company contribution should be left to the company to decide. Please amend and delete this requirement.</p>
Answer	See answer to question 39 in Addendum # 3.
21.	<p>Section 25(A) – As they are voluminous and are considered trade secret, the Company does not disclose its insurance policies. Accordingly, please delete the requirement that they be provided to the County. The certificate of insurance is the standard and should suffice. (This appears in multiple places)</p>
Answer	The draft agreement can be adjusted to reflect this prior to final execution.
22.	<p>Section 25(B)(1) - The Contractor should not have to waive its rights of subrogation especially where someone else is responsible for the damages. Accordingly, please delete the language permitting subrogation in its entirety and not require it as an endorsement.</p>
Answer	The draft agreement can be adjusted to reflect this prior to final execution.

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23.	Section 25(B)(6) – If the insurance provided meets the criteria set out in the franchise agreement, the insurance should not be required to be replaced by the County. The way this section is written makes the decision subjective and not objective. Accordingly, please delete this provision.
Answer	The draft agreement can be adjusted to reflect this prior to final execution.
24.	Section 26(A) - The Contractor is willing to provide reasonable indemnification to the County, but it should not be required to indemnify the County for its own, either partially or fully, (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law or the same acts by unknown third parties. Please delete the section as written and replace with the following, “The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the County, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the “Indemnified Parties”) of, from, and against all liability and expenses, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the “Claims”), to the extent arising out of the Contractor’s negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. The Contractor’s liability hereunder shall include all reasonable attorney’s fees and costs incurred by the County in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the County and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the County; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party.”
Answer	The draft agreement can be adjusted to reflect this prior to final execution.
25.	Section 27(F) - This section does not conform with the RFP. The RFP states, ‘the earlier of a county audit or five years.’ Please conform this section to the RFP.
Answer	The language within the RFP are standard terms and conditions for solicitations. The draft agreement takes precedence over the terms and conditions found within the RFP. The language within the draft agreement remains unchanged.
26.	Section 27(G) & Exhibit IV - While the Company would agree to providing audits of franchise fees and disposal, the company cannot agree to provide its cost structure as part of an annual filing. The cost structure of the company is highly proprietary and considered a trade secret. As the RFP sets the prices to be charged, the cost structure is not relevant to anything. As such, please delete the cost reporting from the requirement as well as the Exhibit.
Answer	See section 2 of Addendum # 3, “Clarification: Please note that the exhibits provided within the draft agreement are reflective of the previous agreement and are only considered as placeholders for exhibits in the draft agreement. There

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	<p>should be no consideration or reference to the exhibits with regards to pricing or pricing requirements. As stated above, the Revised Price Proposal Form 1a shall be submitted with your proposal.</p> <p>The draft agreement is being provided as a “draft”. It has not been finalized. The exhibits within the draft agreement will be revised to reflect what is relevant to the new agreement prior to final execution.”</p>
27.	<p>Section 31(E) - These amounts offered by the County are woefully inadequate. For example, if the County does not pay its bill when due, and continues the same for months and the Company has no alternative to terminate under this section, the loss to the company would be well in excess of amounts offered. The County should be responsible for all amounts owed and for damages resulting from the termination. Please delete this section and allow for the right to seek all remedies.</p>
Answer	<p>The County adheres to the Florida Prompt Payment Statute 218. This section will remain.</p>
28.	<p>Section 32 - Please clarify why providing hauling or disposal services to a freestanding municipality in the County is a conflict of interest? Is the intent that if a municipality puts a contract for those services out to bid that the vendor cannot bid the municipality’s RFP?</p>
Answer	<p>Lee County has interlocal agreements for solid waste disposal, solid waste system assessment, and supplemental services with the surrounding municipalities. Section 32 is designed to ensure that all disposal of material collected under the terms of this contract and interlocal agreements remain within the Lee County integrated solid waste system.</p>
29.	<p>Section 38 - Please amend this section to permit an assignment as a right to an affiliated company of Contractor. Additionally, the County’s consent to assignment pursuant to this section should not be unreasonably withheld. The Contractor requires reasonable rights to assign its rights under the agreement</p>
Answer	<p>The draft agreement can be adjusted to reflect this prior to final execution.</p>
30.	<p>Sections 51 through 74 - Many of these provisions conflict with provisions earlier in the draft agreement. By way of example, there are now 2 Equal Opportunity, Discrimination, and Conflict of Interest sections. Is this contract being funded by federal money? Also, this section includes a termination for convenience where the termination section earlier in the agreement does not. (Because of the capital investment, the agreement should not include a termination for convenience) If not, please delete the provisions discussing federal the requirements. Also please conform the document so there are not conflicting provisions.</p>
Answer	<p>This contract is not being federally funded unless use of the contractors services in the event of a state of emergency, or when the County is seeking federal funding reimbursement as a result of a storm event. The draft agreement formatting for sections 52- 74 will be adjusted to reflect they apply only to Section 51 “Federal Funding” prior to final execution.</p>
31.	<p>Exhibit I - What entity/person is the County requiring to be the Guarantor? As there is a performance bond, is a guaranty necessary?</p>
Answer	<p>See section 2 of Addendum # 3, “Clarification” – “The draft agreement is being provided as a “draft”. It has not been finalized. The exhibits within the draft agreement will be revised to reflect what is relevant to the new agreement prior to final execution.”</p>

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32.	If awarded will the contractor have the ability to negotiate terms of an agreement that are not currently part of this RFP?
Answer	This is a draft agreement. The County will consider proposed term language during negotiations with the selected vendor prior to finalizing the agreement.
33.	Please add to this section to the next draft, "The County hereby grants the exclusive right and privilege to Contractor to perform all of the Services set forth in the RFP. The County may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the County shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The County shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement."
Answer	This is a draft agreement. The County will consider this language during negotiations with the selected vendor prior to finalizing the agreement.
34.	Please add to this section to the next draft, Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
Answer	This is a draft agreement. The County will consider this language during negotiations with the selected vendor prior to finalizing the agreement.
35.	Please add to this section to the next draft, Customers and County must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer or County fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.
Answer	This is a draft agreement. The County will consider this language during negotiations with the selected vendor prior to finalizing the agreement.
36.	Please add to this section to the next draft, notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or County (excluding normal wear and tear), the customer or County (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
Answer	This is a draft agreement. The County will consider this language during negotiations with the selected vendor prior to finalizing the agreement.

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37.	Please add to this section to the next draft, Unless otherwise required, any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers or County (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and County shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and County must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
Answer	This is a draft agreement. The County will consider this language during negotiations with the selected vendor prior to finalizing the agreement. Please note, residential MSW carts become the property of the County once issued to residents.
38.	During the pre-bid meeting, the question was asked if the County would consider extending the current contract start date of October 1st, 2022. It could be very challenging for any hauler (with the exception of the incumbent) to procure 40+ collection vehicles with only 6 – 7 months of lead time. For this reason, will the County please consider extending the start date to April 1st, 2023?
Answer	The County reserves the right to extend the contract with the current Vendor should it be necessary. At this time, the County is considering this request.
39.	Will the County consider utilizing the “Water, Sewer, Trash” CPI for annual rate adjustments?
Answer	No.
40.	How many total multifamily properties (not units) are located within service area four (4)?
Answer	Please refer to addendum 2, attachment 6 – Detailed commercial customer listing.
41.	Will the County please provide an address list for all multifamily properties in service area four (4)?
Answer	Please refer to addendum 2, attachment 6 – Detailed commercial customer listing.
42.	Will the County please provide a detailed address list for all multifamily properties to identify each one and how they are collected? i.e., carts, front load dumpsters or compactors?
Answer	Please refer to addendum 2, attachment 6 – Detailed commercial customer listing
43.	Will the County please provide a detailed address list of multifamily units receiving residential curbside collection?
Answer	Please refer to addendum 2, attachment 6 – Detailed commercial customer listing
44.	Will the County please advise as to how many roll off recycling containers with plastic sliding doors are being utilized? Are these containers County owned, or hauler owned?
Answer	Hauler owned. The County does not have access to the requested information relating to Roll Offs with plastic sliding doors.
45.	In regards to the 5.5% franchise fee, is the fee applied to the residential line of business or just commercial?
Answer	Both. Please note the franchise fee for this contract will be 4%.

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46.	Should the 5.5% franchise fee be incorporated within our rates or should it be a direct pass through to the customer(s)?
Answer	See Addendum 2 question 22
47.	Will the County please advise as to how many 95gal or 65gal trash carts are currently being utilized by residents in area four (4)?
Answer	Each residential unit has at least one MSW cart. New and Replacement carts are purchased and provided to residents by the hauler.
48.	Should there be a change of service providers, will trash carts remain with residents or will the outgoing provider be removing them?
Answer	Remain with residents as they are the property of Lee County.
49.	Will the County please provide the last five (5) years of liquidated damages by month for service area four (4)?
Answer	See attachment 2 to this addendum. Note that the County has historically waived payment for fines less than \$5,000 per month as of March 2019. Prior to 2018 only one fine was imposed for payment; 12/2017 totaling \$400.00.
50.	Should there be a change in service providers, will it be required for the new provider to continue the existing residential collection schedule and route days or, will the new provider have the ability to propose an alternate routing schedule?
Answer	See Addendum 2 question 29.
51.	Page 11 of the draft agreement. Will the County please provide a list of all residents currently utilizing carted automated or semi-automated recycling collection?
Answer	All residential units are carted for recycling collection.
52.	Page 15 of the draft agreement. The County is asking the hauler to deliver a minimum of sixty (60) yards a week of mulch made from vegetative waste to the County's designated mulch site. Is this currently being done? If so, what equipment is being utilized to deliver mulch?
Answer	Yes. The County does not dictate which equipment the hauler utilizes for transport of material.
53.	Page 16 of the draft agreement. Will the County please clarify that residential bulk waste is to be collected on the same day as trash collection?
Answer	Yes. Please refer to section E "Residential Bulk Waste Collection" of the draft agreement for detail on collection requirement.
54.	Page 16 of the draft agreement. Will the County please clarify "characteristics" regarding Residential Bulk Waste in item 3. Disposal Location?
Answer	Please refer to definition of Bulk waste in the draft agreement.
55.	As a follow up to the previous question, where is the designated mulch site in service area four (4)?
Answer	Lehigh Acres Park; 1400 W 5th St. All Lee County free mulch sites can be located on our website at https://www.leegov.com/solidwaste/facilities/mulch

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56.	Page 18 of the draft agreement. H. Method of Payment. As it was stated in the pre-bid meeting, Service Area Four (4) is the fastest growing service area within Lee County. That said, how will the hauler be compensated throughout each fiscal year for the additions of new residential curbside addresses? Will the billing be updated monthly, and will the hauler be compensated monthly to account for new additions?
Answer	The billing is update monthly and the hauler is compensated monthly.
57.	Page 25 of the draft agreement. Item C. Is the hauler expected to collect commercial vegetative waste at no charge? Or, will this be a service contracted through the businesses and hauler at a negotiated rate(s)?
Answer	Commercial vegetative waste is open market.
58.	Page 25 of the agreement. Item D. Exhibit II identifies the rate per cubic yard for collecting recycling commodities. Just to confirm, commercial and residential recycling processing fees are a pass through to the County?
Answer	Yes.
59.	The Advance Disposal Fees (ADF) provisions located on page 27 and page 35 of the agreement is somewhat confusing. Will the County please provide additional clarity as to how the ADF will be administered?
Answer	Advanced disposal fees are applied in accordance with Lee County Ordinance 07-25.
60.	Page 44 Section 20 of the draft agreement. Will the County please explain how the Contractor will be reimbursed in the event Contractor has the need to expedite additional labor force during a natural disaster?
Answer	Based upon negotiated rates at the time of the debris event. The County has separate agreements in place for debris management.
61.	Page 62 of the draft agreement. Are "Personnel" defined as "Contractor Personnel" or can "Personnel" be provided by a third-party company?
Answer	Personnel can be provided by third-party company with County approval.
62.	Page 62 of the draft agreement. Will the County please advise as to what year(s) throughout the contract term will the Contractor be required to provide a full-time employee for the Citizen Drop Off Area?
Answer	This is to provide funding for the employee. See attachment # 3 to this addendum for the scheduled rotation of funding responsibility.
63.	What year do the contracts expire for Service Area 1, 2, 3, 5 and 6?
Answer	Area 1, 2, 3 and 5 term September 30, 2024 however there are three (3) one (1) year extensions available if both parties mutually agree. Area 6 is through interlocal agreement with Charlotte County. The contract is not administered by Lee County.
64.	The Addendums indicates the Section C rates (on attached file) are inclusive of Disposal. But, the Add-On Disposal Calculations (second attached file) indicate otherwise. And, the current rates have the two rates broken out; the \$33.312 "Lift Rate" relates to the original bid.....excluding the Disposal element. Please clarify proper disposal calculations.
Answer	The "Collection Price Per" in the Price Proposal Form is "Pull" charge only. The only charge the haulers are submitting for commercial collection (2cy to 8cy dumpsters) are the pull charges, not disposal. Historically 2 to 8cy dumpsters have

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not had rental charges. Disposal charges to commercial customers are calculated based upon yardage and the County's assumption of 120 lbs. per cubic yard. This is a "pass-through" from the commercial business to the hauler to the County.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs

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Lee County Procurement Management



Posted Date: February 25, 2022

Solicitation No.: RFP220049BJB

Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement- Franchise Area 4

Subject: Addendum Number 5

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS: FOR INFORMATIONAL PURPOSES ONLY

- Addendum # 5 – Attachment # 1 / Sample Lee County Payment and Performance Bond

2. QUESTIONS/ANSWERS

1.	Would the county please provide the Lee County forms for the performance bond and payment bond? We have tried to pull from the website and keep getting an error or that we do not have the correct version of Adobe.
Answer	See attached to this addendum for sample Lee County Payment and Performance Bond. Bond will be initially completed by the County and provided to the awarded Contractor prior to final execution of agreement.
2.	Qualifications/References – if the contractor currently provides services to Lee County are they eligible and able to use Lee County as a reference?
Answer	The Reference Survey (Form # 3) shall not be completed by or include a Lee County employee. A Contractor may identify Lee County as a Service Area within the Revised Minimum Qualifications Form # 9, as provided in Addendum # 1, if in fact the Contractor has had a past or current agreement with Lee County, and it falls within the minimum qualifications criteria.
3.	Addendum #3, Question #9 – in the other service zones e waste is collected with solid waste. The facility on Topaz no longer accepts these materials. Would the county reconsider the request on separating out e waste and allow for e waste to be collected with solid was to remain consistent with the other agreements and service procedures?
Answer	This is a draft agreement. The County will consider proposed language during negotiations with the selected vendor prior to finalizing the agreement.
4.	Addendum #2, Questions 2 & 3 – to confirm, the pricing for commercial and multi family (section b & c on the pricing sheet) should not include disposal rates as disposal rates are provided by the county to the hauler for these types of services. Please consider amending this response.
Answer	See response to questions 2 and 3 within addendum #2.

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5.	Alleged negligence form – will the county consider narrowing the scope to only involve municipal solid waste contracts?
Answer	No. Breach or Negligence of Contract form shall include all relevant solid waste contracts and not specific to municipalities.

6.	Tab 1 (Experience) and Service Area Reference Form 9 Qualifications- As long as the 2 service areas are of similar size and demonstrate proposer's ability to collect and deliver a minimum of 110,000 tons, can the proposer provide one service reference from a residential only contract, and the proposer's other service reference of similar size will include residential and commercial?
Answer	Yes.

7.	In regard to Proposal Tab 3: Technical Approach, can staff expand/define/clarify what is meant by "...ensure sustainable rates..."
Answer	Vendor shall identify the most efficient operational and management practices that coincide with the rates being provided in the proposal form and meet the service level requirements detailed in the draft agreement. Low rates provided up front and substantially increased over the life of the contract are not considered sustainable or in the best interest of the County. The County prefers sustainable rates that are maintained through the life of the contract and are reflective of the services provided.

8.	Could you please clarify if the franchise fee for zone 4 during the new contract is going to be either 4% or 5.5%?
Answer	See response to question 37 in Addendum # 1.

9.	Could you please confirm that in the new contract, current MSW carts (property of the County) can be utilized and that the future contractor just have to purchase MSW carts for new residential units or residential units with damaged carts?
Answer	The Contractor will be able to use present MSW carts that are in place. The Contractor will purchase new carts for new residences. The Contractor will repair or replace damaged carts as necessary through the life of the agreement.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

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