

## AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into June 5, 2012 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Waste Pro Of Florida, Inc.**, located at 408 Cypress Road, Ocala, FL 34472, possessing FEIN# 59-3701785 (hereinafter referred to as the "CONTRACTOR") under seal for the Single Stream Recycling Materials Processing and Marketing, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

**Section 1 – Term.** This Agreement shall commence upon Board approval with a commencement date of September 1, 2012 and shall continue for a period of five (5) years with two (2) additional five (5) year renewal options pending mutual agreement and Board approval.

**Section 2 – Scope of Services.** The CONTRACTOR shall provide a single stream recycling program as per specifications and requirements of project 12P-039, the CONTRACTOR shall complete the scope of services as listed in Exhibit A Scope of Service according to the timeframe as noted herein. Services shall include, but is not limited to the following:

\*CONTRACTOR shall be responsible for construction of a MRF (Material Recovery Facility) inside of Marion County within (10) months of contract award; barring any circumstances beyond their control regarding permits.

\*CONTRACTOR shall provide all receiver containers at the designated County locations.

\*CONTRACTOR shall provide a detailed Public Education program, to be approved by the COUNTY, to educate Marion County citizens on the new recycling program.

\*CONTRACTOR shall expend \$10,500 annually for the Public Education Program.

\*CONTRACTOR shall provide transportation of single stream recyclables from designated County locations to the MRF at a flat per haul fee as detailed in Section 3 – Compensation.

\*CONTRACTOR shall report all recycling credits to the State of Florida on behalf of the COUNTY.

\*CONTRACTOR shall perform, in conjunction with the COUNTY, a material composition study on an annual basis.

\*CONTRACTOR shall be able to perform all duties, including and maintaining an operational MRF within Marion County, outlined in the Scope of Service (359) days a year.

\*CONTRACTOR shall allow the same tipping fees to be utilized for recyclable materials delivered by Franchise Haulers operating within Marion County.

**Section 3 – Compensation.** The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement. The CONTRACTOR shall provide transportation of single stream recyclable materials for the flat fee of \$109.00 per haul and Processing Fees shall be \$40.00 per ton. In addition, the CONTRACTOR shall pay the COUNTY 55% of the recycled commodities per Section 7 of the scope of services.

Due to the fluctuation in fuel prices, the CONTRACTOR may request a biennial CPI adjustment based upon the Consumer Price Index for Urban Consumer South Region Population B/C. The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by the Board of County Commissioners.

**Section 4 – Notices.** Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Waste Pro of Florida, Inc.  
408 Cypress Road  
Ocala, FL 34472  
CONTACT PERSON: Gerald Lourenco  
352-624-3100 | E-mail: glourenco@wasteprousa.com

COUNTY: Marion County Solid Waste Department  
c/o Marion County Board of County Commissioners  
601 SE 25<sup>th</sup> Ave  
Ocala, FL 34471

**A copy of all notices to the COUNTY hereunder shall also be sent to:**

Procurement Director  
Marion County Procurement Services Department  
2511 SE 3rd St  
Ocala, FL 34471

**Section 5 – Assignment.** The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

**Section 6 – Laws, Permits, and Regulations.** Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

**Section 7 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 8 – Books and Records.** The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours. Records shall be maintained a minimum of (5) years after the expiration of the contract.

**Section 9 – Indemnification.** The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

**Section 10 – Insurance.** During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall

provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

**Business Auto Liability** shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

**Worker's Compensation** shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

**General Liability** with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

**Section 11 – Independent CONTRACTOR.** In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

**Section 12 – Default/Termination.** In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

**Section 13 – Timely Performance.** All work will commence upon authorization from the Solid Waste Director or designee. All work will proceed in a timely manner without delays.

**Section 14 – Damage to Property.** The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY.

**Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of the County for payment to a Contractor is limited to the availability of funds

appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 16 -- Use of Other Contracts.** Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

**Section 17 – Employee Eligibility Verification.** For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:


1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

**Section 18 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A (Scope of Services), EXHIBIT B (List of County Recycling Centers and Hours of Operation) and EXHIBIT C (AMV Calculation Spreadsheet (example)).**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

ATTEST:

  
\_\_\_\_\_  
DAVID R. ELLSPERMANN,  
CLERK OF THE COURT

  
\_\_\_\_\_  
CHARLIE STONE,  
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
MATTHEW G. MINTER,  
COUNTY ATTORNEY

ATTEST

WASTE PRO OF FLORIDA, INC.

  
\_\_\_\_\_  
OFFICER OF THE CORP

  
\_\_\_\_\_  
PRESIDENT OF THE CORP.

NOTARY CERTIFICATE – *To be completed by Waste Pro of Ocala for project 12P-039 – Single Stream Recycling Materials Processing and Marketing*

STATE OF: FLORIDA  
COUNTY OF: MARION

Before me this day personally appeared: John Jennings to me well known to be the person described in and who executed the foregoing instrument, and who acknowledge that he did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal this 22 day of June, 2012.

Signature of Notary Deborah S. Bogert  
Notary Stamp:



**12P-039**

**Single Stream Recyclable Materials Processing and Marketing**

**Exhibit A  
Scope of Service**

**SECTION 1. DEFINITIONS**

The purpose of this proposal is for Processing and Marketing of materials generated from Single Stream Recycling, hereinafter referred to as Proposal. The definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word shall is always mandatory and not merely discretionary.

- A. Project Manager shall mean that person designated by the County to administer and monitor the provisions of this Proposal.
- B. Program shall mean the Marion County Recycling Program as it may from time-to-time be defined by the County.
- C. Recovered Materials shall mean Recyclables which have been collected, separated and processed into marketable form.
- D. Material Recovery Facility (MRF) is a facility where recyclables are extracted from a mixed trash stream for reuse. The materials are delivered for sorting and bundling for sale as a recycled product.
- E. Recovered Materials Payment shall mean the monthly payment due to the County from the Contractor calculated in accordance with the provisions and requirements of this Proposal.
- F. Single Stream Recyclables, hereafter referred to as Recyclables, shall include newspapers with inserts; glass – food and beverage containers (clear, green and brown in color); aluminum cans; plastic #1 through #7, including polyethylene terephthalate (PET), high-density polyethylene (HDPE); bi-metal/steel cans; ledger grade office paper and white office paper; old corrugated cardboard (OCC) and paperboard products; magazines, junk mail and phone books; and any additional materials identified as Recyclables by the County, and agreed upon by the Contractor. White Goods and Heavy Metals are NOT part of this proposal.
- G. Ton shall mean 2,000 pounds.
- H. Marion County Franchised Residential & Commercial Collectors shall mean any company approved by the Marion County Board of County Commissioners to collect residential or commercial waste within Marion County.

## **SECTION 2. PURPOSE**

The purpose of this Proposal is to increase the recycling rate of Marion County by implementing Single Stream Recycling at all County Recycle Centers, County Facilities and may also include Franchised Residential, Commercial haulers and other Cities within Marion County. All recyclables, as defined herein, will be collected or delivered to the Contractor co-mixed for sorting and processing. The Contractor will market those Recovered Recyclable Materials in the manner set forth in their response to this Proposal.

## **SECTION 3. TERM**

The initial term of this Proposal, upon award of Contract, shall commence on September 1, 2012 and shall continue for a period of (5) years with (2) additional (5) year renewal options pending mutual agreement and Board approval.

## **SECTION 4. RESPONSIBILITIES OF COUNTY**

- A. Marion County is responsible for the quality of the single stream recyclables accepted at the recycling centers and other County facilities only and those delivered to the Contractor for processing and marketing as recyclables. All recyclable commodities listed in Section 1, Definition F, of the RFP are delivered by County residents to the recycling centers co-mixed and placed into compaction or other type of containers for delivery to the Contractor's facility.
- B. Marion County Franchised Collectors shall be entitled to the rate structure and AMV calculations of this proposal for all residential and commercial recycling collected within Marion County.
- C. Single Stream Recycling means the customers of the County will not separate any commodities and all commodities will be placed into containers ready for delivery to the Contractor's facility.

## **SECTION 5. RESPONSIBILITIES OF THE CONTRACTOR**

- A. Contractor shall be responsible for having a MRF or transfer depot located in Central Marion County to accept and process recyclables for marketing or transfer to another processing facility outside of Marion County. Marion County prefers a processing MRF facility, rather than a transfer depot, that could provide jobs and career opportunities for residents of Marion County. The Contractor shall have an operational MRF within (10) months, unless there are circumstances beyond their control, of the contract award within the legal boundaries of Marion County.
- B. It is the responsibility of the Contractor to ensure the end market for the commodities and annually provide the Florida Department of Environmental Protection (FDEP) a FDEP

Materials Recovery Report Form or a recycling credits statement for all processed materials, and provide a copy of the Materials Recovery Report Form to the Marion County Solid Waste Department.

- C. Contractor shall accept deliveries of recyclables delivered from County facilities **Monday through Sunday** of each week between the hours of 7:00 a.m. and 4:30 p.m., except for Holidays set forth in Section 6 of this Proposal.
- D. Contractor shall assure a truck turn-around time for recycling trucks, not to exceed twenty (20) minutes after the initial weigh-in barring circumstances beyond the Contractor's control. The Contractor will make every effort to expedite the weighing, receiving and dumping of recyclable loads delivered by County trucks.
- E. Contractor shall assist the County in orientation and coordination of its Recycling Program with County personnel, City personnel (if applicable), and Solid Waste Franchised haulers (that provide curbside recycling in the unincorporated County for delivery to the Contractor).
- F. Contractor shall at no additional charge, provide an educational and promotional plan that can improve the recovery rate of recyclable materials from County customers. This plan should also identify how the Contractor will support community efforts to promote recycling through special events and the news media. The Public Education program should be approved by the Solid Waste Director and administered in conjunction with the County's Public Information Office. The program shall include but not limited to the following: Signage, PSA, Tours of Facility, Recycling Drives in Schools, Bags for recycling, educational center, Bill boards, post cards and mail outs to citizens as well as community events. CONTRACTOR agrees to spend \$10,500.00 annually on promotion of the single stream recycling program within Marion County.
- G. Contractor shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations concerning the acceptance and processing of recyclables and the marketing of recovered materials.
- H. Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of the Contract. Contractor shall provide the County with proof of all necessary permits and licenses concerning the acceptance and processing of recyclables and the marketing of recovered materials.
- I. Contractor shall, pursuant to the requirements of the County and Section 403.706(7), Florida Statutes or its successor provisions, maintain certifiable records and provide to



the County a copy of its annual report filed with the FDEP within thirty (30) days of filing, of the volume of recovered materials marketed.

- J. All materials will be marketed to the vendor of Contractor's choice.
- K. Neither the County's review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the Contractor shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Proposal. The Contractor shall be and remain liable to the county in accordance with applicable law for all damages to the County caused by the Contractor's performance of, or failure to perform, his responsibilities under this Agreement.
- L. Contractor shall maintain and provide at their facility, a state certified scale of sufficient capacity and precision to accurately weigh County trucks and roll-off containers. The Contractor must provide the Solid Waste Department Driver a scale ticket which identifies the truck number, county facility it came from, the date, gross weight, tare weight and net weight of the recyclable material delivered. Should the Contractor collect the recyclables a ticket accurately listing the same information shall be provided as back up to the monthly invoice.
- M. Contractor shall compensate Marion County monthly for all recyclables as outlined in Section 7 of this RFP. Scale tickets issued by the Contractor will be used to determine the gross tonnage of recyclable materials delivered for processing. Contractor shall pay Marion County 55% of recycled commodities.

#### **SECTION 6. HOLIDAYS**

The County will not deliver recyclables to the Contractor on any actual holiday for which the Solid Waste Department is not open. The Solid Waste Operations Department is closed on these actual holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor will provide access to the County on all holidays that the Solid Waste Operations Department is open.

#### **SECTION 7. COMPENSATION TO COUNTY FOR SALVAGED RECYCABLES**

The Contractor will pay the County for each ton of processed recyclables delivered to the recycling facility where the Recyclables will be processed for marketing. Revenue will be calculated as follows:

1. The County is using the Average Market Value (AMV) as shown in Exhibit C.
2. Material percentages for the AMV will be established annually. Different AMV's may be established for different customer types such as convenience stations, curbside residential, commercial, etc.
3. Deduct your proposed Contractor's fee (processing, marketing) from the AMV.

4. Contractor will pay the County 55% of the remaining amount (AMV minus the Contractor's processing fee) for each ton of processed recyclables.
5. The COUNTY will pay for each ton of processed recyclables collected from approved County facilities and residential customers in the unincorporated areas of Marion County who pay the solid waste assessment.

Annually as part of the AMV calculation, a percentage of contamination will be established. Each month this percentage will be multiplied by the total tons of residential recycling accepted as part of this contract. This will establish the allowable number of tons to be disposed of at no charge to the Marion County landfill as part of the Marion County Solid Waste Assessment. Tonnage disposed of in excess of that amount will be billed to the Contractor. No credit will be issued for any shortfall in annual tonnage delivered. A full accounting will be conducted to ensure that all charges reconcile on an annual basis. Exhibit C is an example. Input will vary from month to month and the AMV used is merely an example, however an AMV will be established with the Solid Waste Director specifically for this contract.

#### **SECTION 8. SINGLE STREAM RECYCLING**

The Contractor shall receive and process all compacted or loose single stream recyclable materials delivered to the Contractor's facility centrally located in Marion County unless the Board of County Commissioners approves a price adjustment as per Section 3 of the Contract entitled Compensation.

#### **SECTION 9. COLLECTION OF ADDITIONAL RECYCLABLE MATERIALS**

Contractor needs to establish their process of identifying, collecting, marketing and promoting potential new recyclable commodities that can be added into the County's Recycling Program.

#### **SECTION 10. RESIDUAL ALLOWANCES**

Prohibitive material will not exceed levels to render any commodity as solid waste. If in the event that contaminates exceed allowable tolerances the County shall be notified. No recyclable commodity shall be delivered to the Contractor exceeding 10% contamination in any one commodity.

#### **SECTION 11. PAYMENT AND DOCUMENTATION**

- A. The County makes no covenant or promise as to the volume or weight of Recyclables available nor that the Contractor will market recovered materials during the term of the contract.
- B. Contractor shall remit payment to the County: Marion County Solid Waste Department, 5601 SE 66<sup>th</sup> Street, Ocala, FL 34480.

- C. AMV Payment shall be made on a monthly basis with appropriate documentation accompanying payment. This documentation must contain commodity tonnage totals for each individual commodity and a copy of the page (AMV) from which prices were obtained. This payment to the County must be post-marked by the last day of the month for the preceding month's recyclables. Payment not received as specified will incur a late fee of 1.5 percent charge added to the total owed to the County. The CONTRACTOR is responsible for providing itemized invoices/account/statements for the following: Processed recyclables, Hauling Services, and Contamination Reports.
- D. Scale tickets shall be provided to drivers after unloading each commodity. Scale ticket information must include the following information: recycling center name, recyclable material delivered, the current date, gross weight, tare weight and net weight of the recyclable material delivered.

## **SECTION 12. PROCESSING OF RECYCLABLES: DISPOSAL OF RESIDUALS**

- A. Contractor shall be responsible at all times for the prevention of nuisance conditions resulting from its failure to process recyclables in a timely manner and for any degradation associated therewith and shall cure such nuisance conditions when so directed in writing by the County.
- B. Contractor shall, at its own expense, and without right of reimbursement from County, transport and dispose of all residuals. Except as noted in Section 7.

## **SECTION 13. FACILITIES & EQUIPMENT**

The Contractor shall provide all facilities, equipment, supplies and transportation necessary for the provision of the services specified in this Proposal unless otherwise expressly agreed by the parties in writing. Contractor's facility for delivery of recyclables shall be located within Central Marion County, Florida.

## **SECTION 14. REPRESENTATIVES OF COUNTY AND CONTRACTOR**

- A. It is recognized that questions in the day-to-day conduct of performance pursuant to this Proposal will arise. The County's Solid Waste Director or his designee shall be the main point of contact to which all communications pertaining to the day-to-day conduct of the Proposal shall be addressed. The Solid Waste Director or his designee shall have the authority to transmit instructions, receive information and interpret and define the County's policy and decisions pertinent to the work covered by this Proposal
- B. Contractor shall designate or appoint one or more representatives of the Contractor who are authorized to act on behalf of the Contractor, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Proposal and shall keep the County continually advised of such designation.

## **SECTION 15. FILING OF REQUESTED INFORMATION AND DOCUMENTS**

- A. In addition to any other requirements of this Proposal, the Contractor shall be required to file statistical and other pertinent information pertaining to recyclables received and recovered materials marketed, as may be required by the County to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be requested by the County from time to time. The Contractor shall file and keep current with the County all documents and reports required by this Proposal.

## **SECTION 16. BOOKS AND RECORDS**

- A. The Contractor shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Proposal and all others. Such records shall be kept separate and apart from all other records maintained by the Contractor. The County or its designee shall have the right to review all records maintained by the Contractor, related to the Proposal, on three (3) working days written notice.
- B. Contractor will be required to send a copy of their quarterly reports as described in detail in Florida Administrative Code Rule 62-722 to Marion County Solid Waste, County Recycling Coordinator, 5601 SE 66<sup>th</sup> St., Ocala, FL 34480.

## **SECTION 17. TERMINATION**

- A. The County may cancel executed Contract, except as otherwise provided below in the Section by giving the Contractor ninety (90) days advance written notice, to be serviced by Certified mail, or in person and provided a receipt.
- B. In the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively materially defaulted in the performance of any of the terms and conditions required herein to be kept and performed by Contractor, in the opinion of the County and regardless of whether Contractor has corrected each individual condition of default. The Contractor shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The County shall thereupon issue Contractor a final written warning citing the frequent, regular and repetitive pattern of Contractor's defaults and shall warn that any material default by Contractor subsequent to the occurrence of the last of said cumulative defaults outlined in the written warning shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the County may terminate this Contract upon giving of written final notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date. Contractor shall have no further rights hereunder and immediately upon the specified date in such final notice Contractor shall proceed to cease any further performance under this Contract. Termination shall be effective upon the date specified in the County's written

notice to Contractor and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the County under this Contract to Contractor shall cease. County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform Contractor shall reimburse the County all direct cost of providing interim Recycling Services.

- C. Contractor has defaulted, by failing or refusing to pay in a timely manner, payments or other monies due the County and said default is not cured within thirty (30) days of receipt of written notice by the County to do so.
- D. A notice (e-mail or fax) will be sent to the Contractor for any services deemed to be in default by the County. A time will be established, depending on the type of default, to rectify the situation. Cure times will be determined by the Solid Waste Director.

#### **Section 18. MISCELLANEOUS**

A. **Service Locations** - On September 1, 2012 the Contractor shall begin servicing all 18 Recycling Centers and other locations (see Exhibit A) on the days of operation and days the sites are closed if necessary. The Contractor shall transport the single stream commodities to the Processing or Transfer Facility located within central Marion County.

B. **Services** -

This Agreement establishes the terms and conditions under which the Contractor shall perform the total Solid Waste Collection Divisions services relating to all 18 Marion County Recycling Centers. The Contractor shall: (a) provide sufficient number of roll-off trucks to service all 18 Recycle Centers and other Marion County Departments; (b) provide sufficient roll-off compaction containers (estimated at 24+) to fulfill the scope of work advertised; (c) provide a dispatching office to receive service requests during all hours of operations; (d) employ only experienced and well trained drivers. Except as otherwise provided herein, the Contractor shall provide, at its own expense, all roll-off trucks and containers, supervision, fuel, oils, all equipment repairs, materials, utilities and structures necessary to accomplish these tasks throughout the Term of the Contract. It is the sole responsibility of the Contractor to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the Permits, and Applicable Law.

C. **Commencement of Operations**

The County shall deliver a Notice to Proceed to the Contractor immediately after approval of the Agreement by the County Board of Commissioners. The County's Notice to Proceed shall establish a Commencement Date which shall be September 1,

2012. All equipment shall be in place prior to the actual commencement date. A date to begin the public education program will be determined by the Solid Waste Director.

**D. Equipment**

The Contractor will have a sufficient number of roll-off trucks to service all sites currently being serviced by the Marion County Solid Waste Department. The Contractor will provide a sufficient number of receiver containers at each County designated location.

**E. Collection Requirements**

The contractor shall be required to provide the following for the collection of all Single Stream recycling from the Solid Waste Recycle Centers and transporting of those recyclables to their facility for processing;

1. Ability to receive commodity service requests from the Solid Waste dispatcher during all hours of operation as outline in Exhibit B attached. The hours of operation are subject to modification by the Solid Waste Director.
2. Respond to each recycle center within two (2) hours of notice from dispatch when a commodity compaction container is 80% full and replace with an empty container.
3. Disconnect and connect the compaction container from the stationary compactor and secure load (diaper) to prevent spillage during transportation.
4. Clean any spillage when disconnecting compaction container.
5. Adhere to all county safety procedures while servicing each recycle center.

**F. Solid Waste Authority**

If a Solid Waste Authority is created during the term of this contract, Marion County will have the right to negotiate changes that are in the County's best interest as long as it is mutually agreed upon by both parties

**EXHIBIT B**  
**RECYCLING CENTERS & COLLECTION SITES**  
**HOURS OF OPERATION**

		Sat	Sun	Mon	Tues	Wed	Thurs	Fri	hrs
1	Baseline	7 - 5	9 - 7	7 - 5	7 - 5	7 - 5	7 - 5	7 - 5	70
2	Davis	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
3	Weirsdale	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
4	South Forest	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
5	Forest Corners	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
6	Scrambletown	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
7	Salt Springs	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
8	Fort McCoy	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
9	Orange Springs	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
10	Citra	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
11	Orange Lake	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
12	Blitchton	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
13	Wright Road	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
14	Newton	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
15	Martel	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
16	Dunnellon	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
17	Florida Highlands	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
18	Canal	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
19	Forest Road 50	8 - 4	X	X	X	8 - 4	X	X	20
20	Hog Valley	8 - 4	X	X	X	8 - 4	X	X	20

**RECYCLING CENTERS**  
**ADDRESS LIST**

1	Baseline Recycling Center	5601 SE 66th Street, Ocala FL 34480
2	Blitchton Recycling Center	13247 N. Hwy 27, Ocala FL 34478
3	Canal Recycling Center	457 SE 110th Street, Ocala 34480
4	Citra Recycling Center	17780 NE 19th Court, Citra FL 32113
5	Davis Recycling Center	11307 SE 128th Place Rd, Ocklawaha, FL 32179
6	Dunnellon Recycling Center	4232 South US Hwy 41
7	Florida Highlands Recycling Center	8390 SW 150th Street, Dunnellon FL 34432
8	Forest Corners/Lynne Recycling Center	950 S Hwy 314-A, Ocklawaha, FL 32179-5023
9	Forest Road 88 Recycling Center	13580 NE 203rd Ave. Road, Silver Springs fl 34488
10	Fort McCoy Recycling Center	12195 E. SR 316, Fort McCoy, FL 32134
11	Martel Recycling Center	6800 W. Highway 40, Ocala, FL 34474
12	Newton Recycling Center	1750 NW 100th Street, Ocala FL 34475
13	Orange Lake Recycling Center	18920 NW 53rd Court Road, Orange Lake FL
14	Orange Springs Recycling Center	11095 E Hwy 318, Orange Springs FL 32182
15	South Forest Recycling Center	15480 SE 182nd Ave. Road, Umatilla FL 32784
16	Weirsdale Recycling Center	13535 SE 164th Street, Weirsdale FL 34482
17	Wright Road Recycling Center	11190 NW 90th Ave., Reddick FL 32686
18	Scrambletown Recycling Center	15810 NE Hwy 314, Silver Springs FL 34488

EXHIBIT C

EXAMPLE

Source*	Commodity*	Percentage*	Normalized %*	Lbs. of Commodity per ton	\$ per ton	Unit \$ per ton
OBM Yellow Sheet	Corrugated Cardboard (OCC)	11.85%	12.69%	253.80	\$ 170.00	\$ 21.57
OBM Yellow Sheet	Mixed Paper #2	17.59%	18.84%	376.82	\$145.00	\$ 27.32
OBM Yellow Sheet	Newsprint #8	31.02%	33.23%	664.52	\$145.00	\$ 48.18
Secondary Materials Pricing (Southeast)	Plastics Comingled (#1 - #7)	10.36%	11.10%	221.94	\$230.00	\$ 25.52
Secondary Materials Pricing (Southeast)	Aluminum Cans	0.87%	0.93%	18.64	\$1,430.00	\$ 13.33
Secondary Materials Pricing (Southeast)	Steel Cans	3.92%	4.20%	83.98	\$77.50	\$ 3.25
Secondary Materials Pricing (Southeast)	3mix Glass	17.75%	19.01%	380.25	\$5.00	\$ 0.95
	Residue/Outakes	6.64%				
		100.00%	100.00%	1746.14		\$ 140.12

- \* Source is the index used to establish pricing
- \* Commodity is the classification of a material from the source index
- \* Percentage is the percentage of materials in the recycling stream established by the AMV
- \* Normalized percentage accounts for the outake and removes it from the calculation
- \* Lbs. of commodity per ton is established by multiplying normalized % x 2000
- \* \$ per ton is the rate from the source index on the first week of the month to be established by an average of the high and low price posted.
- \* Unit \$ per ton is the value per ton of each commodity
- \* The sum of all Unit \$ per ton is equal to the AMV
- \* All outakes other than Marion County residential will be charged back to the customer in the AMV
- \* Styrofoam (#6 plastic) is not a recyclable material at this time.

Total tons collected x processing fee (\$40.00/ton) = Processing Fee

Total tons collected (less outakes) x AMV = Rebate

County retains 55% of the AMV  
Waste Pro retains 45% of the AMV

EXAMPLE