

CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES

24-RFP00582/TPR

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Curbside Residential Solid Waste and Recycling Collection Services

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- A - Franchise_Agreement_Final
- B - Proposed Collection Area W Options 1-2 10202023
- C - Subdivision List Rev June 2024

1. INTRODUCTION

1.1. Summary

The County is issuing this Request for Proposals (RFP) to the most qualified entities or businesses who were pre-qualified under Solicitation No. 23-PQ00289/IR to enter a seven (7) year exclusive franchise, beginning on January 1, 2026, for the following services: curbside residential collection of solid waste twice per week, yard waste once per week, dual stream recycling once per week and bulk collection by request of customer. Curbside services shall be collected by automated, semi-automated or manual collection as appropriate for the area and type of service. The service area includes unincorporated Hernando County, where residential properties subject to curbside collection are categorized as either universal (mandatory) or subscription.

Solid waste shall be collected at curbside at least twice per week, using automated or semi-automated equipment and roll carts. Franchisee will provide and collect one (1) roll cart per residence under the terms of the Contract. Current customers have a minimum of one (1) roll cart assigned to their property which may be utilized by the new franchisee for solid waste collection. Yard waste shall be collected at curbside at least once per week from customer supplied containers, bags, or bundles. Yard waste is limited to twelve (12) items per collection. Dual stream recyclable materials shall be collected at curbside at least once each week. Franchisee will provide two (2) open top bins, approximately eighteen (18) gallons each, to any residence that requests them. Customers may utilize their own "like size" bins if they wish to recycle larger quantities. Bulk waste shall be collected at curbside within seven (7) business days after the customer or the County request the Franchisee to collect such materials, subject to the limitations stated in the final Contract. Alternative methods of providing collection services may be submitted for consideration during the solicitation process.

The Franchisee will provide all of its collection services from Monday through Saturday, except holidays designated by the County. There are currently four (4) designated holidays (New Year's Day, Independence Day, Thanksgiving Day and Christmas Day). The hours for collection services are between 6:00 a.m. and 8:00 p.m. The Franchisee agrees to deliver all solid waste, yard waste, recyclable materials and bulk collected within this County, to a County-designated disposal or recycling facility unless otherwise provided in the Contract.

1.2. Contact Information

Cathy Tefft

Procurement Manager

15470 Flight Path Road

Brooksville, FL 34604

Email: ctefft@co.hernando.fl.us

Phone: [\(352\) 754-4020](tel:(352)754-4020)

Department:

Procurement Department

Department Head:

Carla Rossiter-Smith

Chief Procurement Officer

1.3. Timeline

Release Project Date	July 1, 2024
Question Submission Deadline	July 12, 2024, 5:00pm
Final Addendum Posting Deadline	July 17, 2024, 1:43pm

<p>Proposal Submission Deadline</p>	<p>August 5, 2024, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"> • +1 305 224 1968 US • +1 646 931 3860 US • +1 301 715 8592 US (Washington DC) • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 646 558 8656 US (New York) • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US <p>Find your local number: https://hernandoclerk.zoom.us/j/aez7DQVcRq</p>
<p>Consensus Evaluation Meeting (Written)</p>	<p>August 20, 2024, 9:00am Hernando County Administration Building 15470 Flight Path Drive Brooksville, FL 34604</p>
<p>Oral Presentations (as required)</p>	<p>September 12, 2024, 8:30am</p>

Final Consensus Evaluation Meeting (as required)	September 12, 2024, 3:00pm To be provided at a later date, as required.
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2. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, August 5, 2024. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE ADMINISTRATION CONFERENCE ROOM AT 10:00 am ON Monday, August 5, 2024. PURSUANT TO F.S. s. 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

3. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

4. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Solid Waste

14450 Landfill Rd.

Brooksville, FL 34614

5. ADVERTISEMENT

The County is issuing this Request for Proposals (RFP) to the most qualified entities or businesses who were pre-qualified under Solicitation No. 23-PQ00289/IR to enter a seven (7) year exclusive franchise, beginning on January 1, 2026, for the following services: curbside residential collection of solid waste twice per week, yard waste once per week, dual stream recycling once per week and bulk collection by request of customer. The service area includes unincorporated Hernando County, where residential properties subject to curbside collection are categorized as either universal or subscription.

5.1. ADVERTISEMENT OF BID

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

RFP NO. SOLICITATION # 24-RFP00582/TPR

FOR

Curbside Residential Solid Waste and Recycling Collection Services

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in curbside residential collection of solid waste, yard waste, dual stream recycling and bulk collection and that are pre-qualified under Solicitation No. 23-PQ00289/IR.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, August 5, 2024, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals through the eProcurement Portal shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chair

Jerry Campbell, Second Vice Chair

John Allocco

Steve Champion

SUBMIT PROPOSAL OFFER TO:

HERNANDO COUNTY

PROCUREMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

Ex Parte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes s. 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Cathy Tefft, Procurement Manager, Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

6. DEFINITIONS

6.1. DEFINITIONS

- A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- C. **"Contract Documents"** means the Request for Proposals, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Qualifications. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.
- E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
- G. **"F.S."** means the Florida Statutes in effect at the time the Agreement between the County and the Successful Proposer is fully executed.
- H. **"Minor Irregularity"** means a variation from the Request for Qualifications terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.

- I. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.
- J. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- K. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
- L. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- M. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Qualifications.
- N. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Qualifications in the presence of the public.
- O. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Qualifications. "Proposal" means the response to the Request for Qualifications submitted by the Proposer.
- P. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Qualifications advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- Q. **"Request for Qualifications" (or "Request for Proposals")** means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.
- R. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Qualifications requirements.
- S. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Qualifications, and the integrity and reliability that will assure good faith performance.
- T. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.
- U. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s)

for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

- V. **"Successful Proposer"** means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.
- W. **"Timeline"** means the list of critical dates and actions involved in the Request for Qualifications.

7. RFP INSTRUCTIONS

7.1. PURPOSE AND OVERVIEW

The County is issuing this Request for Proposals (RFP) to the most qualified entities or businesses who were pre-qualified under Solicitation No. 23-PQ00289/IR to enter a seven (7) year exclusive franchise, beginning on January 1, 2026, for the following services: curbside residential collection of solid waste twice per week, yard waste once per week, dual stream recycling once per week and bulk collection by request of customer. Curbside services shall be collected by automated, semi-automated or manual collection as appropriate for the area and type of service. The service area includes unincorporated Hernando County, where residential properties subject to curbside collection are categorized as either universal (mandatory) or subscription.

CAUTION: In accordance with F.S. s. 287.057(25), Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

7.2. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful

Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

- E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7.3. QUESTIONS REGARDING THIS RFP:

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, NO VALUE When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- D. If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum

duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

- E. Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged via the County's eProcurement Portal.

7.4. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
 - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
 - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
 - 3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged

facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

7.5. PROPOSAL FORMAT:

The following information shall be submitted in all responses in the format as specified herein and further articulated in *Section 11 Vendor Questionnaire*. Failure to submit the requested information in this format may result in a reduction in the evaluation points or rejection of proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee. A response to all Tabs and Sections is required.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal (Submit a maximum of **two pages** for this section.)

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two pages, which serves as a statement of interest and introduction to the submittal. This letter will summarize in a brief and concise manner, the Firm's understanding of the Scope of Work. The letter must name all persons authorized to make representations for the Firm, including the titles, addresses, e-mail addresses and telephone numbers of such persons. An official authorized to negotiate for the Firm must sign the Letter of Transmittal.

TAB 2 - Table of Contents (Submit a **maximum of one page** for this section.)

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the **Section Title** and then provide responses)

SECTION A: PRICE AND SERVICES (Submit a maximum of **three pages** for this section.)

Complete *Section 10 Pricing Proposal* for each type of contractual service. Door service must be offered at no additional charge to qualified customers as determined by County.

Describe any special add on collection services your company will offer to customers and the pricing.

SECTION B: OPERATIONS APPROACH (Submit a maximum of **eight pages** for this section.)

Describe the technology that will be used for this contract. Include any customer service software, GPS, routing technology, Apps, etc. Describe how this technology will benefit the residents of Hernando County.

Describe the approach to preventing missed pickups and to resolving missed pickups when reported. Include any specific techniques that are used to prevent them, any techniques that are used to address repeated issues at specific locations and what the process is for recovering them.

Discuss how door service to qualified customers will be provided.

Describe the plan for preventing damage to County roads through leaking fluids and the typical remediation steps that would be taken when spills occur.

Discuss the company's contingency plans and ability to provide contractual services after a hurricane or other disaster.

SECTION C: CUSTOMER SERVICE APPROACH (Submit a maximum of **eight pages** for this section.)

Describe the approach to customer service including how incoming calls will be handled (call center, local staff and what alternate methods of communication will be available to residents (email, text, website, app, etc.). Describe how the customer service approach will provide residents with a high level of service.

Describe the planned approach to handling escalated customer service issues.

Describe how the location of your company will benefit Hernando County residents. If the proposed location is not in Hernando County, discuss what steps will be taken to ensure that service to residents are not compromised by the location.

SECTION D: EXPERIENCE AND PAST PERFORMANCE (Submit a maximum of **ten pages** for this section.)

Describe the number of County or Municipal customers that your firm has serviced in similar size (150,000 – 225,000 residents) to Hernando County. If you do not have previous customers of this size, describe what factors you believe will make your company successful with a contract of this size.

Describe the most significant challenge you have had with a County or Municipality where service was severely compromised. Include a detailed explanation of what factors led to the compromised service, what actions were taken to rectify the situation and what the final outcome was. If the contract continued, describe the service after the compromise was resolved. If the contract ended, describe the circumstances that led to the contract ending.

Describe any previous contracts that were terminated before the end of the contract period. Include a detailed explanation of what factors led to the termination and what, if any, actions your company has taken to prevent a similar occurrence in the future.

SECTION E: TRANSITION PLAN (Submit a maximum of **five pages** for this section.)

Describe the transition plan in detail.

SECTION F: REFERENCES

Please attach reference letters, if available.

SECTION G: ADDITIONAL SERVICES

Please provide any additional services that will be offered to Hernando County customers outside the scope of this contract, including pricing.

SECTION H: ADDITIONAL VALUE (Submit a maximum of **three pages** for this section.)

Discuss any educational or charitable programs or activities that your company will bring to the community.

Discuss how your company will support and encourage curbside recycling.

Discuss any other services that will add value to the community.

SECTION I: HERNANDO COUNTY WORK: In a separate section, list any services that your firm has completed, or that are in progress at the present time, within Hernando County for the last five years.

SECTION J: LOCATION: Describe how the location of your company and project team may benefit the County as it specifically relates to the requested services.

7.6. PROPOSAL EVALUATION PROCESS:

- A. The Professional Services Review Committee (PSRC) will review all responsive Proposals and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the Evaluation Criteria and the Proposal Evaluation Process.
- B. The Professional Services Review Committee (PSRC) will evaluate written Proposals and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in *Section 9 Evaluation Phases*.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. For example, if a Proposer was given a perfect score, that Proposer would receive a total score of 100.
- D. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent of the points to their overall evaluation consensus score.
- E. Based on the overall total evaluation consensus score of the written Proposal, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- F. Alternatively, the Board may direct the Committee or the Committee may decide to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- G. If short listed firms are elevated to the oral presentation evaluation phase, each elevated firm will receive a Request for Clarification (RFC) letter seeking any necessary clarification of the initial proposal and presentation requirements.
- H. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- I. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.

- J. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board, Committee, or Chief Procurement Officer may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
- K. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
1. Reject any or all Proposals or parts thereof
 2. Issue subsequent Requests for Proposals
 3. Cancel the entire Request for Proposals
 4. Remedy technical errors in the Request for Proposals
 5. Negotiate with any, all, or none of the Proposers
 6. Award a Contract to one or more Proposers or none at all
 7. Accept other than the lowest price
 8. Waive informalities and irregularities in Proposals
- L. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.
- M. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- N. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

7.7. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

7.8. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

- E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in F.S. s. 287.017, for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
- G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

7.9. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

- A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:
 - 1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
 - 2. Protection of Person and Property:
 - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
 - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or

surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)

- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire).....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00
 - b. BODILY INJURY (Per Person)..... \$1,000,000.00
 - c. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - d. PROPERTY DAMAGE.....\$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
10. POLLUTION LIABILITY (if applicable it will be noted below separately):
11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**
2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

7.10. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$10,000,000.00 each occurrence/\$10,000,000.00 aggregate. Limits can be increased, based on contract. The General Liability, Auto, and Employers' Liability must be included as underlying policies on the Excess Umbrella.

7.11. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to F.S. s. 119.0701, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- C. 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 public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in F.S. s. 119.0701.

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

7.12. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms, will be posted for review by interested parties on the County's eProcurement Portal following Committee approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in F.S. s. 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. Additional information relative to lobbying and protests can be found within the Hernando County Procurement Policies and Procedures, which can be located at the following site: <https://www.hernandocounty.us/departments/departments-n-z/procurement>.

7.13. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.
- B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those

specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

7.14. E-VERIFY

- A. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.

3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

7.15. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County

Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.

B. Application:

1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
 - a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
 - b. Three (3%) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

C. Definitions:

1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.

d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes:

1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.

F. Appeal:

1. If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

7.16. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County’s Purchasing Policy.

7.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective January 1, 2026, and extend for a period of **eighty-four (84) months**. The Contract may be renewed for **two (2) additional thirty six (36) month** period, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

7.18. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement by the County, one (1) executed copy of the Agreement shall be delivered to the Successful Proposer.

7.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County involving a previously awarded Contract.
- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

7.20. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

7.21. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
- B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

7.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

7.23. MODIFICATION/WITHDRAW OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

7.24. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

7.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

7.26. FINANCIAL STRENGTH:

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

7.27. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

7.28. PUBLIC RECORDS ACT:

- A. **Proposers should make themselves familiar with Chapter 119, F.S., concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.**

- B. Florida law generously defines what constitutes a public record and, under Chapter 119, F.S., all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution, and F.S. s. 119.071, shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- D. Proposers should consult an attorney as to their duties under the records and information laws (F.S. s. 257.36 and public records laws (Chapter 119, F.S.). Significant judicial sanctions can be imposed for violation of these Statutes.

7.29. JOINT VENTURES:

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
 - 1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
 - 2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
 - 3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

7.30. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be

made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

7.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to F.S. s. 287.135, as amended from time to time.

7.32. BID GUARANTEE/BID BOND

Each Bid must be accompanied by a certified check, cashier's check, official bank check, or Bid bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of Bid, as guarantee that the Bidder will within ten (10) consecutive calendar days after award, enter into a written Contract with the County for the performance of the work as awarded.

Any submitted checks shall be drawn on a solvent bank or trust company to the order the Hernando County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law.

Surety of Bid bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks are not acceptable to Hernando County.

The County will, within ten (10) days after the Notice of Intent to Award, return the deposit of all Bidders except those posted by the three (3) most qualified Proposers, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and County, and after a satisfactory Performance Bond has been executed.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within ten (10) days after the Notice of Award, Owner may withdraw the Notice of Award and the Bid bond of that Bidder will be forfeited. The Bid bond of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon Bid bonds furnished by such Bidders will be returned.

Bid bonds of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty (30) days after the Bid opening.

Bidders desiring their original Bid bonds returned shall enclose a self-addressed stamped envelope with their Bids marked "Bid Bond" in the lower left corner.

7.33. Performance Bond

A Performance Bond issued in a sum equal to fifty (50%) percent of the total awarded Contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract. When applicable, the performance bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Bidder within ten (10) calendar days after notification by the County of the County's intent to award the Contract. The Performance Bond shall be maintained for the duration of the initial term and any renewal term(s), if exercised.

If, within ten (10) calendar days after notification by the County of the County's intent to award a Contract, the successful Bidder refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance Bond, the amount of the Bidder's Bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his Bid security or as a defense to any action based upon the neglect or refusal to execute a written Contract.

The surety company must provide an "Increase Rider" to the Performance Bond or execute the "Consent of Surety and Increase of Penalty" form provided by the County if the Contract is increased by change order.

Contractor may be required by the Hernando County Board of County Commissioners to post a cash, surety, and/or Performance Bond in such amount as may be set from time to time by resolution of the Board.

7.34. Qualifications of Surety Companies

In order to be acceptable to the Owner, a surety company issuing Bid Guaranty bonds, or Performance Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:

- A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of F.S. 255.05.

- B. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).
- C. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- D. Agents of surety companies must list their name, address and telephone number on all bonds.
- E. If the surety on any Bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this Paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the County.

8. SCOPE OF WORK

8.1. Initial Contract

8.1.1 The County intends to enter a seven-year (7) Exclusive Franchise, beginning on January 1, 2026, for residential solid waste removal services, with an option to renew for an additional three-year (3) term.

8.1.2 Franchisees shall be subject to an annual renewal fee as set from time to time by resolution of the board. The current renewal fee is \$2,000 per year.

8.2. Scope of Proposal

8.2.1 This Request for Proposal is for curbside residential collection of solid waste twice per week, yard waste once per week, dual stream recycling once per week and bulk collection by request of customer.

8.3. Exclusive Franchise

8.3.1 The Contractor will have the sole responsibility for providing collection services in compliance with the terms that will be set forth in the solicitation and Franchise Agreement.

8.3.2 The franchise will be limited to specific services and solid waste, as set forth within the solicitation and Franchise Agreement.

8.3.3 All respondents are encouraged to read the Hernando County Code of Ordinances, Chapter 14 for a comprehensive perspective of the scope of service existing in the County Exclusive Franchise for the collection and disposal of residential solid waste and additional regulations the hauler will be required to follow.

8.4. LOCATION

8.4.1 The service area includes unincorporated Hernando County, where residential properties subject to curbside collection are categorized as either universal or subscription.

8.4.2 The Contractor must transport all the residential garbage, yard trash, recyclable material, and bulk waste generated by each customer to a designated disposal and/or recycling facility, currently the Northwest Waste Management Facility.

8.5. GENERAL REQUIREMENTS

8.5.1 Performance Bond

8.5.1.1 Contractor must post with the Hernando County Board of County Commissioners a cash, surety and/or performance bond in such amount as set from time to time by resolution of the Board.

8.5.3 Billing and Payment

8.5.3.1 There are two (2) billing methods utilized in the County:

8.5.3.1.1 The universal service area - Customers pay for the collection service as a non ad valorem assessment on their annual tax bills and the County collects the payments, then distributes to the Franchisee monthly; or

8.5.3.1.2 Subscription service area customers voluntarily sign up for service and the Franchisee bills and receives payment directly from the customer.

8.5.3.2 The universal service area is depicted in "Attachment B - Proposed Collection Area W Options 1-2 10202023" as all of the following: Current Universal Trash Pickup Area, Option Number 1, and Option Number 2, as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting.

8.5.3.3 The universal service area also includes the list of subdivisions as provided in "Attachment C - Subdivision List Rev June 2024," as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting and the list of subdivisions may be modified at that time.

8.5.3.4 The subscription service area is all other areas within the County where universal service is not offered.

8.5.4 Customer Complaints

8.5.4.1 Contractor must have or establish a process for receiving all complaints from customers and handling emergency calls, both during and after normal business hours.

8.5.4.1.1 Contractor must use an electronic tracking system configured for County access.

8.5.4.2 Contractor must establish a real-time, web-based system for tracking complaints and configure the system to allow County access to the system.

8.5.4.3 Contractor must have a toll-free telephone number for calls from customers in the County.

8.5.5 Reports/Documents/Notifications

8.5.5.1 Must submit monthly reports within fifteen (15) calendar days after the end of each month.

8.5.5.2 Must submit annual reports within thirty (30) calendar days after the end of each calendar year.

8.5.5.3 Must submit Safety Plan annually and within five (5) days of any changes made to the Safety Plan.

8.5.5.4 Must report accidents and property damage as determined by the County.

8.5.5.5 Must provide additional reports as set forth in the solicitation and Franchise Agreement.

8.6. SERVICE REQUIREMENTS

8.6.1 Obligations Prior to Commencement Date - Contractor will be responsible for ensuring that there are no disruptions in collection service provided to customers when the Contractor begins to provide services under the contract on the commencement date.

8.6.1.1 Contractor must submit and follow an approved transition plan.

8.6.2 Collection, Hauling and Disposal of Residential Solid Waste and Yard Waste

8.6.2.1 Contractor must collect solid waste at curbside at least twice weekly, using automated or semi-automated equipment and roll carts.

8.6.2.2 Contractor must provide and collect one (1) roll cart per residence if there is not one (1) already assigned and will be responsible for repair and replacement of roll carts that are cracked or damaged. Additional roll carts may be provided at the expense of the customer.

8.6.2.3 Contractor must collect yard waste at curbside at least once per week from customer supplied containers, bags or bundles, Yard waste is limited to twelve (12) containers, bags or bundles not to exceed fifty (50) gallons each.

8.6.3 Recycling

8.6.3.1 Dual stream recyclable materials must be collected at curbside at least once per week in Contractor provided bins or similarly sized customer provided bins.

8.6.3.2 Contractor must provide two (2) open top bins, approximately eighteen (18) gallons each, to any residence that requests them.

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

8.6.4 Bulk Waste

8.6.4.1 Contractor must provide four (4) bulk waste collections per calendar year to any customer who request them.

8.6.4.1.1 Each bulk collection is limited to one (1) set or seven (7) items or two hundred (200) cubic feet per collection.

8.6.5 Door Service

8.6.5.1 Contractor must provide door service to handicapped person(s) as prescribed by County.

8.7. EQUIPMENT REQUIRED

8.7 All vehicles used to provide collection services under this solicitation must be equipped with the following:

8.7.1 Vehicles used by the Contractor may not exceed a maximum age of ten (10) years.

8.7.2 Truck bodies must be designed for solid waste collection, and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.

8.7.3 Two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Operations Manager, and the General Manager.

8.7.4 Safety equipment as determined by the County.

8.7.5 Vehicles are subject to an annual inspection and annual inspection fee as set by Resolution of the Board of County Commissioners.

8.8. COLLECTION SCHEDULE

8.8.1 The Contractor must provide all collection services Monday through Saturday, except holidays designated by the County.

8.8.2 The Contractor may not provide residential collection service before 6:00 a.m. or after 8:00 p.m. unless authorized by the County.

8.8.3 The Contractor must establish collection routes and schedules that satisfy the requirements of this solicitation and maximize the efficiency of the Contractor's operations.

8.9. PERSONNEL

8.9.1 General Manager with at least five (5) years of prior managerial experience with programs of this nature and size.

8.9.2 One (1) or more Operations Supervisor(s).

8.9.3 Full time Customer Service Ombudsman responsible for receiving, acknowledging, and ensuring resolution of "escalated customer service issues."

8.9.4 Call center or office personnel having primary responsibility to receive and resolve routine customer complaints, inquiries and other issues between normal business hours.

8.9.5 Sufficient maintenance personnel to properly maintain vehicles and equipment.

8.9.6 Sufficient drivers and support staff to complete collection routes in accordance with the approved schedule.

9. EVALUATION PHASES

Following are elements that will be used to evaluate each firm's Proposals.

9.1. Phase 1 - Written Evaluation - Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Price and Services The cost for services, considering the type and quantity of services offered	Points Based	20 (20% of Total)
2.	Operations Approach Details regarding how service will be provided to customers	Points Based	20 (20% of Total)
3.	Customer Service Approach Details regarding how customer service will be handled including methods of communication and handling of complaints	Points Based	20 (20% of Total)
4.	Experience and Past Performance Experience including similar sized contracts, past performance, experience of the management team, references and overall experience	Points Based	20 (20% of Total)
5.	Qualifications and Capability The resources available to fulfill the contract	Points Based	6 (6% of Total)
6.	Transition Plan Steps and details of the proposed transition plan	Points Based	6 (6% of Total)
7.	Additional Services Additional services offered to customers outside the scope of this contract and the pricing	Points Based	4 (4% of Total)
8.	Additional Value Value added items included in the proposal	Points Based	4 (4% of Total)

9.2. Phase 2 - Oral Presentation (if required) - Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Price and Services The cost for services, considering the type and quantity of services offered	Points Based	20 (20% of Total)
2.	Operations Approach Details regarding how service will be provided to customers	Points Based	20 (20% of Total)
3.	Customer Service Approach Details regarding how customer service will be handled including methods of communication and handling of complaints	Points Based	20 (20% of Total)
4.	Experience and Past Performance Experience including similar sized contracts, past performance, experience of the management team, references and overall experience	Points Based	20 (20% of Total)
5.	Qualifications and Capability The resources available to fulfill the contract	Points Based	6 (6% of Total)
6.	Transition Plan Steps and details of the proposed transition plan	Points Based	6 (6% of Total)
7.	Additional Services Additional services offered to customers outside the scope of this contract and the pricing	Points Based	4 (4% of Total)
8.	Additional Value Value added items included in the proposal	Points Based	4 (4% of Total)

10. PRICING PROPOSAL

Complete the pricing table for each type of contractual service. Refer to Section 8.5. GENERAL REQUIREMENTS for a description of universal service area and subscription service area.

Door service must be offered at no additional charge to qualified customers as determined by County.

RATES FOR UNIVERSAL AND SUBSCRIPTION SERVICE AREAS

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
UNIVERSAL SERVICE AREA - BASE RATES (PAID VIA NON-AD VALOREM ASSESSMENT)					
1	Collection of curbside solid waste twice per week, in one franchisee provided roll cart per household	12	Month		
2	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month		
3	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month		
4	Collection of on-call bulk waste up to four times per calendar year per household; each collection may be seven items or one set	12	Month		
UNIVERSAL SERVICE AREA - RATES FOR ADD-ON SERVICES UPON CUSTOMER'S REQUEST (PAID BY CUSTOMER DIRECTLY TO FRANCHISEE)					
5	Purchase and delivery of additional roll carts for solid waste collection	1	Each		
6	Monthly collection fee for additional roll carts	12	Month		
7	Collection of extra bags or containers of solid waste	1	Each		

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
8	Collection of additional bulk waste items exceeding the scope of the contract	1	Each		
9	Collection of additional yard waste items exceeding the scope of the contract	1	Each		
SUBSCRIPTION SERVICE AREA - BASE RATES (PAID BY CUSTOMER DIRECTLY TO FRANCHISEE ON A QUARTERLY BASIS)					
10	Collection of curbside solid waste twice per week, in one franchisee provided roll cart per household	12	Month		
11	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month		
12	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month		
13	Collection of on-call bulk waste up to four times per calendar year per household; each collection may be seven items or one set	12	Month		
SUBSCRIPTION SERVICE AREA - RATES FOR ADD-ON SERVICES UPON CUSTOMER'S REQUEST (PAID BY CUSTOMER DIRECTLY TO FRANCHISEE)					
14	Purchase and delivery of additional roll carts for solid waste collection	1	Each		
15	Monthly collection fee for additional roll carts	12	Month		
16	Collection of extra bags or containers of solid waste	1	Each		

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
17	Collection of additional bulk waste items exceeding the scope of the contract	1	Each		
18	Collection of additional yard waste items exceeding the scope of the contract	1	Each		
19	Door collection service for non-qualified households	12	Month		
TOTAL					

ALTERNATE RATES

SHOULD THE BOARD DESIGNATE THE ENTIRE COUNTY AS A UNIVERSAL SERVICE AREA, RATES IN THIS TABLE WOULD BE IMPLEMENTED IN LIEU OF PRIOR RATES TABLES.

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
BASE RATES (PAID VIA NON-AD VALOREM ASSESSMENT)					
1	Collection of curbside solid waste twice per week, in one franchisee provided roll cart per household	12	Month		
2	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month		
3	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month		
4	Collection of on-call bulk waste up to four times per calendar year per household; each collection may be seven items or one set	12	Month		
RATES FOR ADD-ON SERVICES UPON CUSTOMER'S REQUEST (PAID BY CUSTOMER DIRECTLY TO FRANCHISEE)					

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
5	Door collection service for non-qualified households (add on premium)	12	Month		
6	Purchase and delivery of additional carts for trash collection	1	Each		
7	Monthly collection fee for additional trash carts	12	Month		
8	Collection of extra bags or containers of trash by customer request	1	Each		
9	Collection of additional bulk items exceeding the scope of the contract	1	Each		
10	Collection of additional yard waste items exceeding the scope of the contract	1	Each		
TOTAL					

11. VENDOR QUESTIONNAIRE

11.1. PAYMENT METHOD

11.1.1. *ACH electronic payment **

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is not acceptable.

*Response required

11.2. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

11.2.1. *Local Vendor Affidavit - 12 Month Minimum**

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

☐ Yes

☐ No

*Response required

When equals "Yes"

11.2.2. *Proof of Real Property Tax**

Please upload your proof of Real Property Tax.

*Response required

When equals "Yes"

11.2.3. *Copy of Florida Division of Corporations Annual Report**

Please upload a copy of your Florida Division of Corporations Annual Report

*Response required

11.3. ACKNOWLEDGEMENTS, CERTIFICATIONS AND SURVEY

11.3.1. *Proposer's Certification**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

- ☐ I take NO exceptions
☐ I take Exceptions, explained in the subsequent answer

*Response required

11.3.2. Exceptions to Proposer's Certification

If you selected "Exceptions" in the preceding question, please upload any exceptions to this RFP

11.3.3. E-Verify Certification*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

- ☐ Please confirm

*Response required

11.3.4. Drug Free Workplace Certification

I have read and attest, in accordance with Florida Statute 287.087 (current version), that the Vendor/Contractor has implemented a drug-free workplace program that:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

11.3.5. Vendor/Contractor Survey*

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

Select all that apply

- ☐ OpenGov Procurement
- ☐ Newspaper
- ☐ Purchasing Department Advertisement Board
- ☐ Other

*Response required

11.3.6. Vendor/Contractor Survey-OTHER

If you answered "Referred" or "Other" in the Survey, please specify:

11.3.7. Confirm 180 days proposal validity

Any Proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

☐ Please confirm

11.3.8. *Vendor/Contractor Certification Regarding Scrutinized Companies*****

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

☐ Please confirm

*Response required

11.3.9. *Affidavit of Non Collusion and of Non-Interest of Hernando County Employees**

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

11.4. SWORN STATEMENT

11.4.1. Sworn Statement SECTION 287.133 (3) (a)*

I have read and attest that I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes (current version), 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, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. 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 an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) 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 thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions 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 an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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].

*Response required

11.4.2. *If you choose option 3, please attach a copy of the final order*

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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/Contractor list

Please attach a copy of the final order

11.5. PROPOSAL INFORMATION

11.5.1. *Vendor/Contractor Information**

Please Provide the following Information:

1. Vendor/Contractor Name
2. Vendor/Contractor Federal ID Number
3. State of Incorporation
4. Vendor/Contractor's Authorized Representative Name and Title
5. Address
6. Phone Number
7. Email Address

*Response required

11.5.2. Type of Organization *

Select your organization's type below

- ☐ Sole Proprietorship
- ☐ Joint Venture
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Corporation

*Response required

11.5.3. Proposal Principals *

Please name all persons or entities interested in the Proposal as principals.

Provide name, title, mailing address, email address and phone number.

*Response required

11.5.4. Authorized Signatures/Negotiators *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

11.5.5. W-9 FORM*

Please attach your W-9 form.

*Response required

11.6. REQUEST FOR PROPOSALS SUBMISSION FORMAT

The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points. *Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.*

11.6.1. TAB 1 - Statement of Interest and Introduction/Letter of Transmittal. *

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFP 24-RFP00582". This letter will summarize in a brief and concise manner,

the Firm's understanding of the Scope of Work. The letter must name all persons authorized to make representations for the Firm, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Firm must sign the Letter of Transmittal.

*Response required

11.6.2. TAB 2 Table of Contents *

Submit a maximum of one (1) page for this section.

*Response required

11.6.3. TAB 3 Response Summary and Questionnaire Responses*

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the **Section Title** and then provide responses)

SECTION A: PRICE AND SERVICES (Submit a maximum of **three pages** for this section.)

Complete *Section 10 Pricing Proposal* for each type of contractual service. Door service must be offered at no additional charge to qualified customers as determined by County.

Describe any special add on collection services your company will offer to customers and the pricing.

SECTION B: OPERATIONS APPROACH (Submit a maximum of **eight pages** for this section.)

Describe the technology that will be used for this contract. Include any customer service software, GPS, routing technology, Apps, etc. Describe how this technology will benefit the residents of Hernando County.

Describe the approach to preventing missed pickups and to resolving missed pickups when reported. Include any specific techniques that are used to prevent them, any techniques that are used to address repeated issues at specific locations and what the process is for recovering them.

Discuss how door service to qualified customers will be provided.

Describe the plan for preventing damage to County roads through leaking fluids and the typical remediation steps that would be taken when spills occur.

Discuss the company's contingency plans and ability to provide contractual services after a hurricane or other disaster.

SECTION C: CUSTOMER SERVICE APPROACH (Submit a maximum of **eight pages** for this section.)

Describe the approach to customer service including how incoming calls will be handled (call center, local staff and what alternate methods of communication will be available to residents (email, text, website, app, etc.)). Describe how the customer service approach will provide residents with a high level of service.

Describe the planned approach to handling escalated customer service issues.

Describe how the location of your company will benefit Hernando County residents. If the proposed location is not in Hernando County, discuss what steps will be taken to ensure that service to residents are not compromised by the location.

SECTION D: EXPERIENCE AND PAST PERFORMANCE (Submit a maximum of **ten pages** for this section.)

Describe the number of County or Municipal customers that your firm has serviced in similar size (150,000 – 225,000 residents) to Hernando County. If you do not have previous customers of this size, describe what factors you believe will make your company successful with a contract of this size.

Describe the most significant challenge you have had with a County or Municipality where service was severely compromised. Include a detailed explanation of what factors led to the compromised service, what actions were taken to rectify the situation and what the final outcome was. If the contract continued, describe the service after the compromise was resolved. If the contract ended, describe the circumstances that led to the contract ending.

Describe any previous contracts that were terminated before the end of the contract period. Include a detailed explanation of what factors led to the termination and what, if any, actions your company has taken to prevent a similar occurrence in the future.

SECTION E: TRANSITION PLAN (Submit a maximum of **five pages** for this section.)

Describe the transition plan in detail.

SECTION F: REFERENCES

Please attach reference letters, if available.

SECTION G: ADDITIONAL SERVICES

Please provide any additional services that will be offered to Hernando County customers outside the scope of this contract, including pricing.

SECTION H: ADDITIONAL VALUE (Submit a maximum of **three pages** for this section.)

Discuss any educational or charitable programs or activities that your company will bring to the community.

Discuss how your company will support and encourage curbside recycling.

Discuss any other services that will add value to the community.

SECTION I: HERNANDO COUNTY WORK: In a separate section, list any services that your firm has completed, or that are in progress at the present time, within Hernando County for the last five years.

SECTION J: LOCATION: Describe how the location of your company and project team may benefit the County as it specifically relates to the requested services.

*Response required

11.7. BID GUARANTEE/BID BOND

11.7.1. *Bid Bond Confirmation **

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

☐ Please confirm

*Response required

11.7.2. Bid Bond Form *

Please download the below documents, complete, and upload.

- [Bid_Bond_Form.pdf](#)

*Response required

11.7.3. Bid Guarantee*

Bidder has enclosed a Certified check, Cashier's Check or Bid Bond for an amount equal to at least five percent (5%) of the amount of Bid payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

☐ Please confirm

*Response required

Franchise Agreement
for
CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando

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1. FRANCHISE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 202____ by and between HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida, 34604, hereinafter called COUNTY; AND _____, a _____ Corporation, whose address is _____, hereinafter called the FRANCHISEE or CONTRACTOR.

2. RECITALS

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

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

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

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

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

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

3. THE CONTRACT

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

3.1. [Contract Documents](#)

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

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

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

3.2. [Interpretation of Contract Documents](#)

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

4. DEFINITIONS

- A. For the purposes of this Solicitation, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Solicitation, the definition of such word or phrase in the County's Ordinances shall apply. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition herein shall prevail for purposes of this Solicitation and as awarded Contract.

Advertising shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Solicitation, is not Advertising.

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

Applicable Law shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Contract, and relate in any manner to the performance of the County or Contractor under this Solicitation and the Contract Documents.

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

Biological Waste shall mean those wastes that cause or have the capability of causing disease or infection, including but not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. This term does not include human remains that are disposed of by Persons licensed under Chapter 497, Florida Statutes.

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

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

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

Certificate of Occupancy shall mean a document issued by the County certifying that a newly constructed building has been constructed in compliance with County specifications and is suitable for use.

Change in Law shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor's or County's performance under this Contract. A Change in Law does not include a change in any tax law or workers' compensation law, except that it may include such fee or tax laws which cause the imposition of an assessment on Contractor for its collection, processing, transportation or disposal of solid waste or recyclables.

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

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

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

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

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

Commercial service. The mechanical containerized pickup or container pickup provided by a commercial licensee to hotels, motels, rooming houses, tourist courts, travel trailer parks, campgrounds, rental mobile home developments, bungalow courts, apartment buildings with five or more rental apartments, co-operative apartments, condominiums of five or more units, business establishments, churches, schools, hospitals, office buildings, and any other business or commercial establishment whatsoever. This also includes roll off and dumpster service temporarily provided to residential properties for the removal of large quantities of trash and bulk waste that would exceed the quantities specified in the residential franchise Contract.

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

Construction and Demolition Debris. Discarded material generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally result from land clearing or land development operations for a construction project, clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

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

Contingency Plan shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable.

Contract Administrator or Director shall mean the Director of the County's Utilities Department, or such individual designated by the County Administrator to be the County's official representative regarding matters pertaining to this Solicitation and Contract Documents.

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

Contractor or Franchisee, which are used herein interchangeably, shall mean the person or entity that has entered into this Contract to provide Collection Service for the County pursuant to this Solicitation.

County shall mean, depending on the context, either (a) that portions of the geographical area contained within unincorporated Hernando County, Florida designated as the Contractor's service area under the Contract Documents, or (b) the government of Hernando County, acting through the Commission, the Contract Administrator, or their designated employees.

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

Curbside shall mean a point within six (6) feet or as near to the curb or road surface of a paved, improved or unimproved road as is safely possible.

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

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

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

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

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

Disaster Debris Contract shall mean the County's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

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

Dwelling Unit shall mean any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with cooking facilities or kitchen, a separate entrance, and bathroom facilities, that are physically separated from any other rooms or Dwelling Unit in the same structure or in separate structures. A storage, hotel or motel room is not a Dwelling Unit.

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

Electronic Equipment shall mean electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

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

Extraordinary Waste shall mean wastes that require extraordinary management, including but not limited to abandoned automobiles, boats, dead animals, agricultural and industrial wastes, Biomedical Waste, Biological Waste, Radioactive Waste, and Hazardous Waste.

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

Garbage shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

Garbage Can shall mean a metal or heavy-duty plastic container for Solid Waste that has a tight-fitting lid, handles on the sides, with or without wheels, and a capacity of not more than fifty (50) gallons.

General Manager shall mean the senior employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Solicitation and the Awarded Contract.

Gross Revenues shall mean all of the fees, charges and costs that are collected by the Contractor from any Person based on, arising from, attributable to, or in any way derived from the services the Contractor provides pursuant to this Solicitation and the Awarded Contract.

Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law. The term does not include human remains that are disposed of by a Person licensed under Chapter 497, Florida Statutes.

Holiday shall mean any Day when the Contractor does not need to provide Collection Service under this Contract. The Holidays are New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, and any other Day designated by the County Board as a Holiday.

Improved Real Property shall mean all real property located in the County that generates, or is capable of generating, solid waste and includes, but is not limited to, improved commercial real property and residential real property or is otherwise subject to the County's solid waste assessment pursuant to Chapter 14, Article II, of the Hernando County Code of Ordinances.

Land Clearing Debris shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, and other materials resulting from a land clearing or lot clearing operations for a construction project.

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

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

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

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

Missed Collection shall mean any occasion when the Contractor does not provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Contract, provided that the Customer has complied with all set out requirements pursuant to the Ordinance, including but not limited to that all items must be placed Curbside prior to 6:00 a.m. on the collection day.

Non-Collection Notice shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

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

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

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

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

Performance Bond shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Solicitation.

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

Parties shall mean the County and the Contractor.

Person shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

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

Premises shall mean Improved Real Property.

Radioactive Waste shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

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

Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber).

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

Recycling shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Bin shall mean a rectangular bin approximately eighteen (18) gallons in size that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, and used for the Collection of Recyclable Materials.

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

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

Residential Real Property shall mean Improved Real Property that is used for residential purposes, including but not limited to: single family residences; duplex apartments; apartment buildings; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not. However, Residential Real Property does not include any Improved Real Property, building, or structure that contains five or more Dwelling Units or is otherwise classified by the County's zoning code as non-residential property.

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

Roll Cart shall mean a container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tight-fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used by Customer for automated or semi-automated Collection Service for Garbage and Trash. The weight limit for the Roll Carts is embossed or otherwise presented on the Roll Cart.

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

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

Service Area shall mean the geographical area in Hernando County where the Contractor shall provide Collection Service in accordance with this Contract. The Service Area may include and consist of the unincorporated areas of Hernando County in its entirety or some lesser portions or parts of the unincorporated area.

Set Out shall mean the proper preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Solicitation, the awarded Contract, and the Ordinance.

Sludge shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

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

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

Tipping Fee shall mean the fee that must be paid to the County for the disposal of a waste material or Recyclable Material at a Designated Facility. Tipping fees are not charged to the Contractor for delivering Residential Waste collected pursuant to this Contract to County facilities.

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

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

Transition Plan shall mean a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's Collection Services under this Solicitation on the Commencement Date.

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

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

White Goods shall mean large, discarded appliances, including but not limited to, ranges, washing machines, clothes dryers, water heaters, and microwave ovens. White Goods must have been in use at the Customer's residence, and which shall be the same place where the White Goods are collected. Freon containing appliances are not subject to collection by Contractor unless the Customer can document, to the satisfaction of Contractor, that all Freon has been removed from the appliance in accordance with applicable law.

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

5. FRANCHISE

5.1. EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

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

5.2. LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

- A. This Contract will only grant a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Solicitation. Among other things, this Contract does not grant a franchise for the Collection of any Exempt Wastes identified below. This Contract does not prohibit the Contractor from providing Collection Services for Exempt Wastes, subject to all Applicable Laws.

5.3. EXEMPT WASTES

- A. The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Contract. These Exempt Wastes may be collected and taken to a licensed disposal site or Recycling facility by the owner or occupant of the Improved Real Property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.
 - 1. Land Clearing Debris.
 - 2. Solid Waste, Yard Waste, Recyclable Materials and Bulk Waste outside the scope of, or in larger quantities than specified, in this Contract.
 - 3. Roll-Off and Dumpster Service
 - 4. Commercial Service
 - 5. Trash and debris associated with farming and agricultural operations.
 - 6. Extraordinary Waste.
 - 7. Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
 - 8. Recovered Materials.
 - 9. Any Recyclable Material that a customer generates and separates from their Solid Waste for Recycling if that type of Recyclable Material is not recycled at the Designated Recycling Facility.
 - 10. Solid Waste and by-products resulting from an industrial process.

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

5.4. Term

A. INITIAL TERM

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

B. OPTION TO RENEW

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

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

C. EXTENSION OF TIME

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

6. SERVICE AREA

6.1. DESCRIPTION OF THE SERVICE AREA

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

6.2. ADJUSTMENTS TO THE SERVICE AREA

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

6.3. CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

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

- b. Start and end points of the route.
 - c. Approximate number of customers serviced.
 - d. Day of the week service is provided.
- 3. Notice of Commencement of Service
 - a. Physically Delivered to All Customers in Service Area. The Franchisee shall design, print, and deliver a notice concerning the commencement of the Franchisee's Collection Service. The notice shall be delivered twice to each Customer within the Service Area. The first notice shall be delivered at least two weeks prior to the Commencement Date. The second notice shall be delivered approximately one week before the Commencement Date. The first notice shall include any brochures or educational materials provided by the County concerning the County's Solid Waste management programs.
- 4. The Franchisee shall participate in Homeowner's Association Meetings and other community-based meetings as requested by the group or the County to provide information and answer questions about their Collection Services.
- 5. All Customers shall receive a Franchisee supplied, County approved notice by mail informing them of all information relevant to the new Solid Waste Collection services. The notices shall be mailed to both the legal property owner as listed in County records and to the physical address of each property. If the two addresses are the same, then only one notice shall be mailed to each address.
- 6. Notice of Commencement of Service Published in Local Newspaper of General Circulation. The Contractor shall prepare and publish a notice concerning the commencement of the Contractor's Collection Services. The notices shall be published at least two times. The first notice shall be published at least two weeks prior to the Commencement Date. The second notice shall be published approximately one week before the Commencement Date. The notices shall be published in the following local newspapers:
 - a. The Hernando Times (of the St. Pete Times)
 - b. The Hernando Sun
 - c. Or newspaper of general circulation approved by the County.

The notices shall not be published with the legal advertisements in the newspapers. The notices shall cover at least one-quarter of a page in the newspaper.
- 7. The Franchisee shall create a Flyer, Schedule Map and FAQ for community education which will be posted to the Franchisee and County websites and released through all available social media and news outlets.

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

7. CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1. CONTRACTOR'S SPECIFIC COLLECTION SERVICES

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

7. If a Customer or the County requests replacement of a Roll Cart for any reason or if the Contractor determines that the Roll Cart can no longer function properly, the Customer is required to return the damaged Roll Cart to the Contractor (unless the Customer can document that the Roll Cart has been reported to the Hernando County Sheriff's Office as stolen). If the damage was caused by Customer negligence, the Customer shall reimburse the Contractor for a replacement Roll Cart for use by the Customer at the then-market rate for such Roll Cart and pay a reasonable delivery fee or be charged a combined replacement/delivery fee of seventy-five (\$75.00) dollars, whichever is less.
 8. Repair or replacement shall occur within seven (7) days from receipt of the report, or if identified as unserviceable by Contractor. Contractor shall collect an equitable amount of trash in bags or garbage cans while customer is awaiting a new or replacement cart. If Contractor is unable to collect, then they shall collect an equitable amount of overage on the next collection day after the cart is delivered or repaired.
- D. Yard Waste Collection. Yard Waste shall be collected at Curbside at least one (1) time each week from Customer supplied containers, bags or bundles. Yard Waste must be free of Solid Waste. If Customers utilize plastic bags for Yard Waste, the Franchisee must de-bag the Yard Waste at Curbside and dispose of the plastic bags with Solid Waste. Yard Waste is limited to twelve (12) items that may include any combination of containers, bags or tied bundles. Items are currently limited to a maximum of fifty (50) pounds, four feet (4') in length and four inches (4") in diameter. Customers may request Collection of additional containers, bags or bundles beyond the stated limits and will pay Franchisee directly for the additional service.
1. Customers will provide their own Collection containers which shall be a solid waste or similar container under 50 gallons, paper or plastic bags or tied bundles.
- E. Recycling Collection. Dual Stream Recyclable Materials shall be collected at Curbside at least once each week. Franchisee will provide two (2) open top bins, approximately eighteen (18) gallons each, to any residence that requests them. Customers may utilize their own "like size" bins if they wish to recycle larger quantities. The Customer must properly sort the recycling into two containers. One container for paper and cardboard and the second container for ridged plastic containers, aluminum and tin. These are the only commodities currently in the Curbside Collection program. The County reserves the right to change the acceptable commodities and sorting procedures.
1. The Contractor shall collect all of the Recyclable Materials that are accepted for Recycling at the Designated Recycling Facility, as may be changed by the County from time to time.
 2. Curbside Collection of Recycling is unlimited; however, the Franchisee may request, and the County shall grant relief from this requirement in appropriate cases if the County confirms that a Customer is recycling excessive amounts which are being generated by a commercial business or similar enterprise.

3. Compaction of Recyclable Material. Contractor may compact Recyclable Materials while on board the Contractor's vehicle, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Recyclable Materials. If the compaction process or density, adversely affect the marketability of the Recyclable Materials, the allowable density may be changed by the County, without increasing the Rates.
 4. Recycling is currently voluntary. Those Customers that have previously signed up for recycling services, have two (2), eighteen (18) gallon open top bins to use for dual stream recycling. Franchisee will be required to provide two bins to any new recycling Customers and provide replacement bins for any lost/damaged bins. Franchisee shall deliver those bins to the Customer within seven (7) days from the request for bins. New bins shall match the existing bins in color to provide a uniform appearance throughout the County. The bins shall contain the County logo and phone number as approved by the County.
- F. Bulk Waste. Customers are entitled to four (4) bulk waste collections per calendar year, upon request of the customer.
1. Each pickup may consist of a maximum of one (1) set or seven (7) items or two hundred cubic feet (200 ft³). A set is a furniture arrangement that is typically purchased together. For example, a dining room set might include a table, chairs and hutch. A bedroom set might include a bed, dressers and nightstands. A living room set might include a couch, loveseat, chair, end tables and coffee table. A set shall be picked up whole regardless of the number of pieces or cubic feet. Customers may request Collection of additional items beyond the stated limits and will pay Franchisee directly for the additional service.
 2. Bulk Waste shall be collected at Curbside within seven (7) business days after the Customer or the County requests the Contractor to collect such materials.
 3. The Contractor's drivers shall promptly notify the Operations Manager or designee whenever the drivers observe Bulk Waste located on a Collection route. The Operations Manager shall arrange for the Collection of all such materials within seven (7) business days.
- G. Door Service. The Contractor shall provide Door Service to a handicapped Person if: (a) the Person is entitled to receive Residential Collection Service; (b) the Person has requested and the County has approved Door Service;; (c) there are no able-bodied adults residing with the handicapped Person; and (d) the County has given notice by electronic mail, or other mutually agreed upon notification method, to the Contractor that it shall provide Door Service to the handicapped Person. If these criteria are satisfied, the Door Service shall be provided at no additional cost to the County or Customer.
1. The point of Collection for Door Service shall be the Customer's garage door, front door, side yard, or other location that is mutually acceptable to the Contractor and the Customer. The Contractor shall return the Customer's Carts to the point of collection. The Contractor shall

provide Door Service on the Scheduled Collection Day when Residential Collection Service would otherwise be provided to the Customer.

8. SCHEDULES, HOLIDAYS AND ROUTES

8.1. SCHEDULES, HOLIDAYS AND ROUTES

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

9. COLLECTION PLAN AND ROUTES

9.1. COLLECTION PLAN AND ROUTES

- A. Collection Plan. Contractor shall maintain a collection plan, initially developed during the transition prior to Commencement Date, describing in detail how Contractor will provide collection services in compliance with the requirements in the Agreement. Once the Collection Plan is approved, the Franchisee shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan.
- B. Changes to Plan. The Franchisee may request changes to the Collection Plan by submitting a new Collection Plan for consideration at least (60) sixty calendar days prior to implementation of such changes unless a shorter timetable is approved by the County.
 - 1. If the County approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with written notice of the change. If the County approves a change to a Customer's Scheduled Collection Day, the notice shall be delivered to each affected Customer at least twice. The first notice shall be delivered at least two (2) weeks prior to such change, and the second notice shall be delivered approximately one (1) week before the change, unless a different notification schedule is authorized by the County. Such notices shall be provided at least once by mail and at least once by doorhanger left on the Customers' Collection container, gate or door.
- C. On each Scheduled Collection Day, the Contractor shall notify the County of any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Collection Schedule for that Day. At the end of each Scheduled Collection Day, the Franchisee shall submit a Daily Report of the status of all routes.
- D. The Collection Plan and all revisions to the plan are subject to the County's prior written approval.

10. PROPER COLLECTION PROCEDURES FOR CONTRACTOR

10.1. PROPER COLLECTION PROCEDURES FOR CONTRACTOR

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

11. RESTRICTIONS ON COLLECTION OF MIXED LOADS

11.1.RESTRICTIONS ON COLLECTION OF MIXED LOADS

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

12. NON-COLLECTION PROCEDURES

12.1. NON-COLLECTION PROCEDURES

- A. The Contractor is not required to collect materials that have not been set out for Collection in accordance with the provisions of the Contract. If the Contractor elects to not collect such materials, Contractor shall immediately place a Non-Collection Notice on the container or the Non-Conforming Materials. If the Contractor does not place a Non-Collection Notice on the container or material, the County may require the Contractor to return promptly and provide proper notice, or if the materials are not non-Conforming, collect the materials.
- B. The Contractor is responsible for visually inspecting each Customer's Recycling Bins to determine whether they contain Non-Conforming Material (e.g., Garbage) or excessively contaminated Recyclable Materials. Contractor shall leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Bin and shall immediately place a Non-Collection Notice on the container explaining why the material was not collected.
- C. The Contractor shall refuse to collect Residential Waste from a Customer if the Contractor believes that the Residential Waste contains Exempt, Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the container, take photographs of the improper waste (if possible), and immediately notify the County. If the generator of such waste is unknown, the Contractor shall work with the County to identify the generator.
- D. The design and content of the Non-Collection Notices shall be developed by the Contractor and subject to the approval of the County. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any further questions for the Contractor.

13. PROCEDURES FOR MISSED COLLECTIONS

13.1. PROCEDURES FOR MISSED COLLECTIONS

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

14. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

14.1. PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- A. The Contractor's employees shall not trespass on private property for any reason, unless the occupant or owner of the property has given permission. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- B. The Contractor's employees shall not damage any public or private property, including but not limited to roads, mailboxes, driveways, sidewalks, flowers, shrubs, grass, and Collection Containers.
 - 1. The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees, or agents.
 - 2. The Contractor shall promptly investigate and respond to the County and Customer before noon on the next business Day.
 - 3. Any disputes concerning the Franchisee's obligations for the repair of property damages shall be resolved by the County. In all cases, the Contractor may submit photographs, GPS data, or other relevant information to demonstrate that the Contractor did not cause the damage. The County shall fairly consider all such information before rendering a decision regarding any repairs or other work.
 - 4. The Contractor shall promptly repair any undisputed damage within three (3) Days when the cost of repair is less than or equal to Five Hundred Dollars (\$500.00). For all other claims, the Franchisee shall complete repairs in a timely fashion, subject to any required insurance, permitting or other regulations that may be required to perform the repair.
 - 5. The Franchisee shall be required to restore the public or private property to a condition equal to or better than the condition that existed before the damage occurred.
 - 6. The Contractor may request, and the County may approve, an extension of time to investigate claims or repair any damage. The County's approval shall not be unreasonably withheld.

15. CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

15.1. CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- A. Except as otherwise provided herein, the Contractor shall have the right to use the public roadways in the County.
- B. The Contractor's vehicles shall not enter or drive upon any private driveways or Improved Real Property, to turn around or for any other purpose, unless the Contractor has received the owner's permission to do so.
- C. Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. In the event that the Contractor's vehicles are creating an interference (for example, with school bus traffic), Contractor shall analyze the route and make adjustments to alleviate the interference. Contractor's vehicles shall not be left unattended on streets and alleys.
- D. The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges and roadways when the County determines it is in the public's best interest. The County shall provide the Contractor with reasonable notice of such denial so that the County's action does not unduly interfere with the Contractor's normal operations.
- E. If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily blocked or closed to vehicular traffic, the Contractor shall return within twenty-four (24) hours to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day. Contractor will make a reasonable effort to utilize automated calling technology or similar methods to notify the affected customer(s) that their scheduled Collection could not be performed.
- F. If the Contractor encounters a Customer or situation (e.g., electrical wires; trees; other obstructions) that prevents the Contractor from gaining the access needed to provide the Collection Service required in the proposed Contract, the Contractor shall report the problem to the appropriate agency (e.g., electric company, cable company, 911) for resolution and to the County. In such circumstances, the County may require the Contractor to provide its Collection Services with rear-load vehicles, light-duty trucks, or by other means.
- G. The Franchisee shall use suitable vehicles and equipment, as necessary, to provide Collection Service on dead-end streets, narrow streets, unpaved streets, and other areas where access is limited. If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customers' materials. If a mutual Contract cannot be reached, the Contractor shall provide Collection Service from the nearest public

roadway that is accessible by the Contractor's Collection vehicle, or at such other location specified by the County.

H. Community Location. When such a location is used by multiple customers, it is referred to as a Community Collection Location.

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

16. COUNTY'S DESIGNATED FACILITIES

16.1. COUNTY'S DESIGNATED FACILITIES

- A. The Contractor shall deliver all of the Solid Waste, Yard Waste, Recyclable Materials and Bulk collected pursuant to this Contract to the Designated Disposal or Recycling Facility unless otherwise provided in the Contract.
- B. The Designated Disposal Facility is currently located at the Northwest Waste Management Facility located at 14450 Landfill Rd., Brooksville, Florida, 34614.
- C. The Contractor may recycle White Goods themselves or deliver them to the Designated Disposal Facility for recycling by the County.
- D. The Designated Recycling Facility is currently located at the Northwest Waste Management Facility located at 14450 Landfill Rd., Brooksville, Florida, 34614.
- E. The Designated Disposal Facility and the Designated Recycling Facility locations may be changed by the County upon notification to the Franchisee. The County shall provide reasonable notice to the Contractor before the County requires the Contractor to use a different Designated Facility for any material that the Contractor collects pursuant to this Agreement.
- F. **WAIVER OF FLOW CONTROL CLAIMS.** The Contractor has voluntarily entered into the Contract for the purpose of enjoying the economic and other benefits conferred upon the Contractor by the Contract. To ensure that the County also enjoys the benefits of the Contract, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in the Awarded Contract that require the Contractor to use a Designated Facility for the disposal or processing of materials collected by the Contractor. This waiver includes but is not limited to any claim that this Solicitation or the Awarded Contract implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

17. SPILLAGE AND LITTER BY CONTRACTOR

17.1. SPILLAGE AND LITTER BY CONTRACTOR

- A. Contractor shall not cause or allow any Solid Waste or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.
- B. Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor's equipment or personnel, or correct any equipment that is leaking, spilling or causing litter.
- C. Contractor shall not be responsible for spillage that exists prior to their arrival or that is caused by:
 - 1. overloaded or improperly placed Containers,
 - 2. wind dispersal, or
 - 3. minimal amount of Yard Waste dispersed during debagging.
- D. If the County or a Customer notifies the Contractor before noon that the Contractor has caused litter or a leak or spill of Solid Waste, the Contractor shall clean up the material before the end of the Day. If the County or a Customer notifies the Contractor after noon, the Contractor shall clean-up the material before noon on the next Day.
- E. Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law, Section 403.413, Florida Statutes, or the Hernando County Code of Ordinances. When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle.
- F. If Solid Waste or other material to be spilled, released, or otherwise dispersed or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- G. The Contractor shall immediately clean up any oil or hydraulic fluid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any associated damage. The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.
- H. The Franchisee shall immediately notify the County of any spills greater than one (1) quart of fluid. The County shall determine the necessary steps to mitigate the leak or spill and the Franchisee shall be responsible for any associated damage as determined by the Department of Public Works or other County agency responsible for road maintenance.

18. CONTRACTOR'S SAFETY PROGRAM

18.1. CONTRACTOR'S SAFETY PROGRAM

- A. The Contractor shall develop, implement and maintain a written safety plan for all of its operations under the proposed Contract. The safety plan shall comply with the requirements in OSHA and similar Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the County a minimum of thirty (30) days prior to the start of collection services. The Contractor shall comply with its safety plan at all times.
- B. The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance and shall provide the name and contact information for the employee.
- C. The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the County upon request.
- D. The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- E. The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner and in accordance with all Federal Motor Carrier Safety Administration Regulations and the Department of Transportation Commercial Driver's License Regulations.
- F. A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

19. HANDLING CUSTOMER COMPLAINTS

19.1. HANDLING CUSTOMER COMPLAINTS

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

G. Dispute Resolution Process for Customers:

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

20. PUBLIC NOTICES AND EDUCATIONAL SERVICES

20.1. PUBLIC NOTICES AND EDUCATIONAL SERVICES

- A. As requested, the Contractor shall assist the County with public education programs for students, community events, community meetings, facility tours and similar activities, including, but not limited to sending a representative to attend the events.
- B. The Contractor shall develop and provide notices, to help educate the public about the Contractor's Services and the County's Solid Waste programs. The design and content of the notices shall be subject to prior approval by the County. The Contractor shall provide a draft copy of each notice to the County at least thirty (30) calendar days prior to printing and distribution unless a shorter timeframe is approved by the County.
- C. Once per year, upon the County's request, the Contractor shall distribute County provided door-hangers, stickers, flyers, or other informational material developed by the County to each customer at their home.
- D. Quarterly, upon request by the County, the Franchisee shall include educational material with each Customer's bill in the form of messages printed directly on the bills or printed inserts, subject to the limitations of the Franchisee's ability to distribute the materials (e.g., character limitations, mailing weight, etc.)

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

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

- A. Community Events. The Contractor shall provide Solid Waste and Recycling Collection Service for Community Events (e.g., Holiday celebrations, community clean-ups), when such service is requested by the County. However, the Contractor shall not be required to provide Collection Service for more than two (2) Community Events per Contract Year, and the Contractor shall not be required to provide more than two (2) roll-off containers (twenty (20) cubic yards or greater) per Community Event. The Franchisee shall be responsible for delivering and emptying the containers but shall not be responsible for the cost of the tipping fees.
- B. Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service. The Contingency Plan shall be submitted to the County thirty (30) days prior to start of service. Thereafter, the Contingency Plan shall be updated and resubmitted to the County with the Contractor's annual report, and also within two (2) Days whenever the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the County's approval.
- C. Disasters and Emergencies. Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect all of the Garbage that is Set Out by Customers in accordance with the Contract. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Contract Administrator. The Contractor shall use its best efforts to resume its Collection Services on the Scheduled Collection Days as soon as possible after the disaster.
 - 1. The Franchisee is responsible for the Collection of Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste up to the stated limits of the Contract and such materials shall be removed by the Franchisee as expeditiously as possible. Reasonable allowances should be made to collect additional minimal amounts of material that have accumulated due to missed Collections; however, the Collection and disposal of Disaster Debris in excess of the established limits set forth in the Contract, shall not be the responsibility of the Franchisee.
- D. In the event of a hurricane, tornado, or other natural or manmade disaster, the Contract Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. As soon as practicable after a disaster, the Contractor shall advise the County when it is anticipated that normal routes and schedules can be resumed. If the Contractor is unable to return to normal operations within seven (7) days, the Contractor may request a variance from regular routes and schedules. Requests for a variance shall be submitted in writing to the Contract

Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Upon request, the Contractor shall provide the maps and route information electronically to be used with GIS mapping. Thereafter, the Contractor shall contact the Contract Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules. The Contractor shall provide the Contract Administrator with any requested information so that the Contract Administrator and Contractor can evaluate and respond to the disaster.

- E. The County may suspend its operations when weather or other conditions (e.g., lightning, wind, heavy rain, fire) threaten the safety of the County's employees and customers. If the County's operations will be discontinued for the balance of a Scheduled Collection Day or for one (1) or more full Collection days, the Contract Administrator shall contact the Contractor to determine the status of the Contractor's Collections and the resumption of the Contractor's normal Collection schedule.
- F. The County shall inform the public through available local news media and social media of Collection status and when regular services may be resumed. The Franchisee shall utilize any available technology, including, but not limited to, automated calling systems, to inform the public of Collection status and when regular services may be resumed.
- G. Disaster Debris. The collection and disposal of Disaster Debris shall not be the responsibility of the Contractor under this Solicitation, except for quantities that fall within the scope of this Contract or minimal amounts remaining after the County's Disaster Contractor has completed the recovery process.
- H. Under a separate contract, the County shall procure general countywide collection and disposal services for Disaster Debris when necessary. The Contractor agrees to fully cooperate with the County and the debris collection contractor in the aftermath of a natural or manmade disaster in an effort to return the County to its pre-disaster state, and resume normal Collection Services.
- I. The Franchisee and County may negotiate for removing Disaster Debris and Yard Waste quantities in excess of the established limits of the Contract. The County shall enter into a separate Contract with the Franchisee for such services. In such circumstances, the County shall pay the Franchisee such reasonable additional compensation for Franchisee as may be mutually agreed upon by the parties.
- J. Emergency Management Meetings. Upon request of the County, Contractor shall attend the County's emergency management/disaster preparedness meetings, and shall provide the County with any materials that may be useful to the County's efforts, including but not limited to Collection schedules and routes, and security codes to private community gates. The County shall notify the Contractor of the date, time and location of the meetings, and any necessary materials to be provided by the Contractor.

22. CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

22.1. CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

- A. The Contractor shall purchase and/or lease in compliance with Hernando County Code of Ordinances, and maintain and repair, all of the vehicles and equipment necessary to maintain its approved Collection schedules, and to promptly and efficiently comply with the requirements in this Contract. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. If the Contractor must use a substandard road (as determined by the County) to obtain access to a Customer, the Contractor shall use lightweight vehicles and equipment when providing Collection Service on such roads.
- B. Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original.
- C. All of Contractor's Collection vehicles shall be designed for solid waste collection and shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- D. All Collection vehicles shall be painted a uniform color.
- E. Private Advertising shall not be allowed on the vehicles, Recycling Bins/Carts, or equipment used to provide Collection Service in the County. The Franchisee shall display County approved program information on the vehicles upon request of the County. At a minimum, all recycling vehicles will contain program information. The County will supply the artwork at the County's cost. The Franchisee will decide the method of application (e.g., decals, paint, etc.) to the vehicles and be responsible for the cost of application.
- F. All of the Contractor's vehicles used for the Collection of Recyclable Materials shall have at least two (2) compartments. One (1) compartment shall be used for paper and cardboard products and one (1) or more compartments shall be used for other Recyclable Materials accepted in the Curbside Recycling Program.
- G. The vehicles and Collection equipment used to provide Collection Service shall be dedicated to and used exclusively for the benefit of the County. However, the County may approve the use of the County's dedicated vehicles and equipment for other purposes and may approve the use of other vehicles and equipment for the benefit of the County, when the County determines such actions will not adversely impact the County's interests.
- H. The dedicated fleet of Collection vehicles used by the Contractor under this Solicitation shall not exceed a Maximum Age of ten (10) years.

22.2.ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- A. All vehicles used to provide Collection Services under this Solicitation shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) triangles; (f) an audible back-up warning device; and, (g) Safety equipment as determined by the County. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles. All vehicles must contain a copy of the current registration and insurance card.
- B. All vehicles used to provide Collection Services under this Solicitation shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator and the General Manager or designee. The proposed communications system is subject to approval by the County.

22.3.RESERVE VEHICLES AND EQUIPMENT

- A. The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to the Contract. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front line vehicles and equipment are out of service, or when delays will prevent front line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.
- B. The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

22.4.MAINTENANCE AND CLEANING

- A. The Contractor shall keep all Collection vehicles and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles used primarily for the Collection of Garbage or similar putrescible waste shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the County approves an alternate cleaning schedule. Other Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- B. The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle. At a minimum, the Contractor shall maintain each Collection vehicle in compliance with the manufacturer's recommendations.

22.5.IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

- A. The Contractor's name and telephone number shall be displayed at all times, in letters at least four inches (4") high, on both sides of the Contractor's Collection vehicles. It is preferred that the Franchisee display the County provided local phone number. The Franchisee shall display the truck identification number, in letters at least four inches (4") high, on all four (4) sides of Collection vehicles and in a manner that can be easily viewed by the Scalehouse personnel at the Designated Disposal or Recycling Facility.

22.6.COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

- A. At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- B. At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
- C. All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

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

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

22.8.STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

- A. The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for all of the vehicles and equipment used pursuant

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

23. CONTRACTOR'S PERSONNEL

23.1. GENERAL REQUIREMENTS

- A. The Contractor shall use competent, qualified, sober personnel to provide the services required by this Solicitation. The Contractor shall devote sufficient personnel, time and attention to its operations under the Franchise Contract to ensure that its performance will be satisfactory to the County.

23.2. GENERAL MANAGER

- A. Contractor shall appoint a senior employee to serve as the General Manager. The General Manager shall be the primary point of official contact on behalf of the Contractor for all technical and administrative matters pertaining to the Contract. The General Manager must have at least five (5) years of prior managerial experience with programs of this nature and size. The General Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under the Contract. The General Manager shall have direct access to the Contractor's management for resolving problems beyond the General Manager's authority. At all times during the term of the Contract, the County shall have immediate access to the General Manager by telephone and electronic mail. The General Manager shall be responsible for overseeing and implementing the Contractor's performance under the Contract. If the General Manager is out of the office and temporarily unavailable, the Contractor shall designate another managerial employee, which may include but not be limited to the Operations Supervisors, to respond to any electronic mail or calls received from the County during the General Manager's absence.

23.3. OPERATIONS SUPERVISOR

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

23.4. EMPLOYEE CONDUCT

- A. All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language and disparaging remarks about the Contractor, County, customers, or services at all times during the performance of their duties under the Contract. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the

County. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

23.5.EMPLOYEE IDENTIFICATION

- A. The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The County has the right to approve the identifiers or identification furnished by the Contractor.

23.6.ATTIRE FOR EMPLOYEES

- A. Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the County under the Contract. Proper attire shall consist of appropriate pants or shorts, a shirt or vest with the Contractor's name or logo, and boots or similar footwear.

23.7.REMOVAL OF EMPLOYEES

- A. The Contract Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's General Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the County harmless from and against legal actions by any employees so removed.

23.8.EMPLOYEE TRAINING AND LICENSES

- A. All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Laws.
- B. At all times when operating vehicles or equipment pursuant to this Solicitation, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.
- C. The County may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.
- D. The Franchisee's General Manager, Operations Supervisor(s) and the Customer Service Ombudsmen shall attend a landfill tour that provides an overview of the Hernando County Landfill Operations at least once every three (3) years. The tour will be available to any other Franchisee employee upon request. The County may also offer additional training opportunities to the Franchisee or its employees, which may be taken at the discretion of the Franchisee.

23.9.CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

- A. The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

23.10. LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

- A. A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

24. CONTRACTOR'S OFFICE

24.1. CONTRACTOR'S OFFICE

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

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

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

25. AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE

25.1.AVAILABILITY OF CONTRACTOR'S REPRESENTATIVE

- A. The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under the Contract. The County shall have twenty-four (24) hour access to the Contractor's General Manager and Operations Supervisors via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's General Manager and Operations Supervisors shall not satisfy the requirements of this paragraph.

26. COORDINATION WITH CONTRACT ADMINISTRATOR

26.1.COORDINATION WITH CONTRACT ADMINISTRATOR

- A. The Contract Administrator is hereby designated as the public official responsible for the administration of the Contract by the County. Contractor shall diligently work with the Contract Administrator and his/her designees to formulate and adopt procedures that will facilitate the Contractor's performance under the Contract and the Contract Administrator's review of the Contractor's work.

27. COUNTY RESPONSIBILITIES

27.1. COUNTY MONITORING OF FRANCHISEE'S CUSTOMER SERVICE

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

28. GENERAL BILLING AND PAYMENT PROCEDURES

28.1. GENERAL BILLING AND PAYMENT PROCEDURES

- A. There are two (2) billing methods utilized in the County:
- B. Universal Collection Area - Customers pay for the collection service as a non-ad valorem assessment on their annual tax bills and the County collects the payments, then distributes to the Franchisee monthly. Subject to the conditions and limitations contained herein, the County shall pay the Contractor the rate specified in Exhibit A for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Contract in the Southwest Hernando County Solid Waste Collection Municipal Services Benefit Unit (MSBU) or other MSBU as may be created in the future.
- C. Subscription service area - customers voluntarily sign up for service and the Franchisee bills and receives payment directly from the customer. Subject to the conditions and limitations contained herein, the Franchisee shall charge Customers in the subscription service area the rate specified in Exhibit A for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Contract.
- D. The rates specified in Exhibit A, are the total rate that may be paid to or charged by the Contractor for Residential Solid Waste Collection Services under this Contract, and it shall include all Contractor's collection costs, disposal costs, and all other fees and expenses.
- E. Notwithstanding the foregoing, the Contractor and the County acknowledge and agree that the total rate for Residential Solid Waste Collection Service is subject to adjustment as set forth in this Contract.

28.2. UNIVERSAL COLLECTION AREA BILLING AND PAYMENTS

- A. Within the Universal Collection Area, the County shall be responsible for billing residents and collecting the fees for Collection Services as a non-ad valorem assessment on the annual tax bill. In turn, subject to the limitations within the Contract, the County shall make monthly payments to the Franchisee for the Residential Collection Services that the Franchisee provides to the County's residents. Subject to the limitations within the Contract, the Franchisee shall be entitled to payment for the services it renders, even if the County does not collect the necessary fees for such services from the County's residents. Payment to the Franchisee may be delayed without penalty for up to thirty (30) days in the event of a cause that is beyond the County's reasonable control and without any fault or negligence on the part of the County. The County's payments to the Franchisee shall be based on the number of Dwelling Units identified in the Annual Solid Waste Assessment Roll adopted by the Commission for the Contract Year. When the County's Roll is adopted by the Commission, the County shall provide a copy of the adopted Roll to the Franchisee.

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

28.3.OVERPAYMENTS AND UNDERPAYMENTS FOR RESIDENTIAL SERVICE

- A. If the County pays the Franchisee in error, for whatever reason, the Franchisee shall promptly notify the County to rectify the mistake. The County shall make appropriate adjustments to the Franchisee's payments under the Contract to offset any past underpayments or overpayments resulting from any error. However, the County shall not be obligated to make any adjustments or payments for Collection Services provided more than six (6) months before the County received written notice of the error.

28.4.LIMITATIONS ON FRANCHISEE'S RIGHT TO PAYMENT

- A. The County's payments to the Franchisee shall be derived from the revenues collected by the County from Customers that received Collection Services. The Franchisee shall have no right to any revenues or funds obtained by the County from other sources, including but not limited to,

funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

28.5.SUBSCRIPTION AREA BILLING AND PAYMENTS

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

28.6.SUSPENSION OF SERVICES

- A. Suspension of service for absences in excess of ninety (90) days will be allowed provided the request for the suspension of service is made at least thirty (30) days in advance of the date the suspension is to be effective. The Customer is not relieved of the obligation to pay for services billed prior to the required notification. Any credit due will be made by the Franchisee on the next billing. The intent of this provision is to relieve the Franchisee of the obligation to issue refund checks for suspension of services that occur after the billing was rendered which included the suspension period.

28.7.LIMITATIONS ON FRANCHISEE'S RIGHT TO PAYMENT

- A. Neither Hernando County nor any of its officers or employees shall be liable for, or in any way responsible, for the payments of any service rates or charges due the Franchisee by Customers.

28.8.VERIFICATION OF PAYMENT AMOUNTS

- A. The County's acceptance of any payment from the Contractor or a Customer, or the County's deduction of any amount from the payments due to the Contractor for Collection Services, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from the Contractor.
- B. At any time the County may recalculate and collect any amounts that are payable to the County under the Contract, plus interest at the maximum rate allowed by law, and all costs of collection.
- C. At its expense, the County may inspect, copy and audit any books, records and documents of the Contractor that are relevant to the County's calculation of the amounts that are due and payable under the Contract.

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

- A. Beginning April 2027, and annually thereafter, the Contractor may request a Rate adjustment for the next Contract Year.

- B. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator before April 30th of the Contract Year prior to the Contract Year for which the adjustment is sought (e.g., submit request by April 30th, 2027, for Contract Year 2028). The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this Contract for an adjustment.
- C. Annual adjustments to the Rates shall be based on the changes in the Consumer Price Index("CPI"), as defined in this Agreement, and Oil Price Information Service, a Dow Jones Company, ("OPIS"), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the CPI and OPIS, measured from April 1st in the previous calendar year to March 31st of the current calendar year (e.g., changes from April 1, 2026, through March 31, 2027, shall be submitted in a request by April 30, 2027 for an effective date of January 1, 2028).
- D. Fifteen percent (15%) of the total adjustment to the Rates shall be based on the change in the cost of diesel fuel, as reflected by the change in OPIS. Eighty Five percent (85%) of the total adjustment to the Rates shall be based on the change in the cost of the Contractor's other expenses, as reflected by the change in the CPI. Notwithstanding anything else contained in this Contract, the total adjustment to the Rates in any Contract Year shall not exceed five percent (5%). Rate Adjustments based upon Changes in Law or Extraordinary Rate Adjustments are not limited by this five percent (5%) rate cap and shall be calculated and requested separately.

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

- The following hypothetical example demonstrates how the annual adjustment to the Rates will be calculated. The County may deny part or all of any adjustment that does not comply with the provisions of the Contract and the procedures shown in this example.
- If (a) the cost of diesel fuel increases eight percent (8%) during the prior year, as shown by an increase in OPIS, and (b) all the Contractor's other expenses increased three percent (3%), as shown by the WSTI, then (c) the total adjustment to Rates will be three and eight tenths' percent (3.8%), as shown by the calculation in the table below. The total adjustment in this hypothetical is less than the maximum allowable annual adjustment of five percent (5%).

<u>Description</u>	<u>Split of Total Adjustment (%)</u> <u>(a)</u>	<u>Actual Increase in Index (%)</u> <u>(b)</u>	<u>Adjustment to Rates (%)</u> <u>(c)</u> <u>(a) x (b) = (c)</u>

Diesel Fuel	15%	8%	1.2%
All Other Expenses	85%	3%	<u>2.6%</u>
Total Annual Adjustment to Rates:			3.8%

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

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

- A. If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Solicitation, the Contractor may request the County to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Contract Administrator to fairly evaluate the proposed Rate increase. The Contract Administrator shall request, and the Contractor shall provide additional information as necessary. After receiving the requested information, the Contract Administrator shall present the Contractor's request and the Contract Administrator's recommendations to the Board. The Board shall fairly evaluate the Contractor's request in a timely manner. Any adjustments to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect. To become effective in the next Contract Year, rate adjustments must be approved before July 15th of the current year. Rate increase approved in the Universal Collection Area before July 15th, shall be effective on January 1st of the following year. Rate increases approved for the subscription area may become effective on the next billing cycle.

28.11. [EXTRAORDINARY RATE ADJUSTMENTS](#)

- A. Once each Contract Year, before April 30th, the Contractor may petition the Commission for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Contract Administrator may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the Contract Administrator to evaluate the Contractor's petition.
 1. The Commission shall approve or deny the request, in its sole discretion, within sixty (60) calendar days after the Contract Administrator receives all of the information needed to

evaluate the Contractor's Bid. The Commission's decision shall be final. To become effective in the next Contract Year, rate adjustments must be approved before July 15th of the current year. Rate increase approved in the Universal Collection Area before July 15th, shall be effective on January 1st of the following year. Rate increases approved for the subscription area may become effective on the next billing cycle.

2. If the Contractor's request for a rate increase under this provision is granted, the Commission shall have the right to reduce the Contractor's Rates if the Contractor's costs are reduced or raise the Contractor's Rates if the Contractor's costs have increased. Every twelve (12) months after a request is granted, in the case of a rate increase, the Contract Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Commission may reduce the Contractor's Rates if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase. Similarly, every twelve (12) months after a rate reduction is affected, the Contractor shall have the right to petition the County for a rate increase if the circumstances supporting the rate reduction have abated.

28.12. RATE REDUCTIONS

The Commission shall have the right to reduce the Rates at any time, after providing at least sixty (60) calendar days' advance notice to the Contractor and an opportunity for a public hearing. The Commission may exercise this right when the Commission determines that a Change in Law, a reduction in Collection costs, or extraordinary event warrants a reduction in the Rates. The Contract Administrator may request, and the Contractor shall provide all of the information that is reasonably necessary for the Commission to determine whether a Rate reduction is appropriate. The Contractor shall have the right to attend the public hearing and present evidence and testimony in opposition to the Rate reduction.

28.13. OTHER FEES AND COST

A. TIPPING FEES

1. This Contract is intended for Residential Collection only; however, there are certain Commercial locations that may be better suited to Curbside Collection than Dumpster Collection (e.g., Apartment complexes, churches or small offices). The Franchisee may request to pick-up these type of Commercial accounts Curbside with a Residential Route. The request must contain the address(es) of the location(s), the number of Roll Carts and the frequency of Collection for each location. The County may grant the request if the Franchisee can successfully demonstrate that this is in the best interest of the Customers being serviced and will not negatively impact the Residential Customers entitled to service under the terms of this Contract. In such cases, the Franchisee shall make the request to the County and the County may grant or deny the request, in the County's sole discretion.
2. In all cases where a Commercial account is being picked up as part of a Residential Route, the Franchisee will pay the County the applicable Commercial Tipping Fee due on

Commercial Solid Waste or Yard Waste. The Rate charged for Solid Waste will be based on a generation rate of one (1) ton per year for each Roll Cart of Solid Waste. The Rate charged for Yard Waste shall be based on a generation rate of one (1) ton per year per unit, if Yard Waste is being collected at that location. The amount owed will be billed to the Contractor on a monthly basis and the Contractor shall pay the amount owed within thirty (30) days from receipt of the invoice.

3. All Commercial accounts that are picked up as part of a Residential Route, shall be entitled to receive the equivalent Curbside Recycling Services as Residential Customers.

B. RENEWAL FEES

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

29. TAXES

29.1. TAXES

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

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

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

- A. Except for any payment obligation by either party, if the County or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Solicitation by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Contractor to correct the adverse effect of such event of force majeure.
- B. In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of the Contract by the Contractor substantially impossible, the County shall have the right to call the Performance Bond and engage another Person to provide necessary services.
- C. An event of “force majeure” shall mean the following events or circumstances to the extent that they delay the County or Contractor from performing any of its obligations (other than payment obligation) under this Solicitation:
 - 1. An Act of God, tornado, hurricane, flood, fire, explosion (except those caused by negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and excessively inclement weather;
 - 2. Acts of public enemy, acts of war, terrorism, insurrection, embargos, riots, civil disturbances, or national or international calamities;
 - 3. Suspension, termination or interruption of utilities necessary to the Contractor’s operation or duties under this Solicitation that are not the fault of the Contractor;
 - 4. An injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and
 - 5. Any act, event, or condition, which is determined by mutual Contract of the County and the Contractor to be of the same general type as the events of force majeure identified in the preceding paragraphs.
- D. Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.
- E. To be entitled to the benefit of this Article, a party claiming an event of force majeure shall give prompt written notice to the other party, specifying in detail the event of force majeure, and shall diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

31. BREACH AND TERMINATION OF CONTRACT

31.1. FAILURE TO FULFILL CONTRACT OBLIGATIONS

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

31.2. TERMINATION FOR CAUSE

- A. When any of the above reasons exist, the County may terminate the Contract, without prejudice to any other rights or remedies of the County, after giving the Contractor and the Contractor's surety, if any, written notice that the Contractor has fourteen (14) calendar days to cure the default. Contractor may be granted an extension of time to cure the default if it is not reasonably possible to comply within fourteen (14) calendar days.
1. If the Contractor fails to cure the default within fourteen (14) calendar days and the Contract is terminated by the County, the Contractor shall be entitled to receive compensation for all reasonable and allocable services that were satisfactorily performed by the Contractor up to the date of termination. If the County terminates the Contract because of the Contractor's default, the Contractor shall be liable for all excess costs that the County is required to expend to complete the work covered by this Solicitation and the awarded Contract.
 2. Additionally, the County may call the Performance Bond and take over the work or any portion thereof or hire another Person to take over part or all of the work required under this Solicitation.

3. If the County terminates the Contract because of a default by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of the Contractor's default. The foregoing shall apply without regard to the County's rights pursuant to the Performance Bond. The County may apply the Performance Bond toward any damages incurred or it may seek performance or damages from the Contractor's Guarantor.
- B. Notwithstanding anything else contained herein, each of the events described above, the following shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.
1. If the Contractor has abandoned performance under the Contract, then the County may terminate the Contract three (3) calendar days after providing written notice to the Contractor of its intention to do so. The notice shall state the evidence indicating the Contractor's abandonment. For purposes of this paragraph, abandonment constitutes ceased operations for a period of time that results in failure to perform the requirements of this Solicitation.
 - a. Discontinuing operations without prior authorization from the Contract Administrator.
 - b. Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) calendar days, after being notified to do so.
 2. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act, shall constitute a breach of the Contract by Contractor. In such cases, the County may terminate the Contract three (3) calendar days after giving notice to the Contractor of its intent.
 3. The Contractor is placed on a convicted vendor list following a conviction for a public entity crime.
 4. The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.
- C. Notwithstanding any other provision contained herein, if the County decides to terminate the Contract because of the Contractor's default, the County shall have the exclusive authority to designate the time and date when the termination shall take effect. The Contractor shall provide Collection Services in compliance with the requirements of this Solicitation until the time and date designated by the County for termination.

31.3.REPEAT VIOLATIONS OF CONTRACT DOCUMENTS

- A. If the Contractor's record of performance shows that the Contractor has frequently, regularly, or repetitively defaulted in the performance of any of the covenants, conditions, or requirements contained in this Solicitation, and regardless of whether the Contractor has corrected each

individual condition of default or paid liquidated damages, the Contractor shall be deemed a “habitual violator” and shall forfeit the right to any further notice or grace period to correct, and all of the prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. Under such circumstances, the County shall issue the Contractor a final warning, citing the grounds therefore, and any single default by Contractor of whatever nature, subsequent to the issuance of the County’s notice, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the County may terminate the Contract upon giving written notice to the Contractor, and termination shall be effective on the date specified by the County in the termination notice. All fees due to the Contractor under the Contract shall be payable to the date of termination, and the Contractor shall have no further rights hereunder. Immediately upon receipt of the County's final notice, the Contractor shall cease any further performance under the Contract.

31.4.INTERIM OPERATIONS

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

32. DISPUTE RESOLUTION PROCESS

32.1. DISPUTE RESOLUTION PROCESS

- A. The County and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the parties, the parties shall attempt to resolve their differences quickly and informally.
- B. Upon mutual agreement of the Board and the Contractor, any claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of the Contract, including but not limited to claims for payment and claims for breach of the Contract, may be referred to non-binding mediation before initiation of any adjudicative action or proceeding, at law or in equity. In the event that both parties agree to mediation, then all applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- C. Notwithstanding the foregoing, if either party terminates the Contract for cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination.
- D. The County and the Contractor hereby knowingly, voluntarily, and permanently waive any right they may have to a jury trial concerning the performance, interpretation, application or enforcement of this Solicitation and Awarded Contract.
- E. In the event of any claim, action or dispute arising from or related to the Contract Documents, such claim, action or dispute shall be held and maintained (venue) solely in Civil Court, Hernando County, Florida, or United States District Court, Middle District of Florida, Tampa Division, if applicable.
- F. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties and shall govern the interpretation of the Contract Documents. Any and all legal actions necessary to enforce this Solicitation or the Awarded Contract shall be held and maintained solely in Hernando County, Florida and each of the parties shall be responsible for their attorneys' fees.
- G. In the event of any claim, action, dispute or appeal arising from or related to the Contract Documents, each party shall pay their own attorneys' fees and costs, including trial and all appeals.
- H. OPERATIONS DURING DISPUTE. If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Contract, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Solicitation, regardless of the pending dispute.

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

33.1. CONTINUATION OF CONTRACTOR'S SERVICE

- A. CONTINUATION OF CONTRACTOR'S SERVICE. If the Parties do not mutually agree to extend or to renew the Contract or if there are no renewal or extension options remaining, the County will attempt to solicit and award a new contract to a Contractor at least six (6) months prior to the expiration of the Contract. In the event a new Contract has not been awarded within such time frame, Contractor shall provide Collection Services to the County for an additional one hundred and eighty (180) calendar days after the expiration of the Contract, at the then established Rates, if the County requests this service.
- B. COOPERATION PRIOR TO TERMINATION OF CONTRACTOR'S SERVICE. Prior to the termination of the Contract, Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise Contract is awarded to a Firm other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public. This shall include, but is not limited to, providing both written and electronic information on current customers including names, addresses, contact information and scheduled collection days for all services.
- C. COUNTY'S RIGHT TO PROCURE NEW SERVICES. At any time, the County may issue a request for Bids, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the County to obtain the services of a Person who will collect Solid Waste for the County after the Contract expires or is terminated.
- D. SUBSEQUENT COUNTY ORDINANCES. Nothing contained in any County ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Solicitation or Contract Documents, unless it is agreed to in writing by both the Contractor and the County and that Contract is amended accordingly.

34. REMEDIES NOT EXCLUSIVE

34.1. REMEDIES NOT EXCLUSIVE

- A. The remedies specified in the Contract Documents shall supplement, and not be in lieu of, any other remedies provided at law or in equity.
- B. The payment of any liquidated damages by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating the Contract.
- C. The County's decision to refrain from assessing liquidated damages, or suspending or terminating the Contract, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor.
- D. No remedy conferred by the Contract is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. However, in any suit between the County and Contractor for monetary damages based on the Contract, neither party shall be entitled to recover more than the sum of the actual damages it has suffered.

35. LIQUIDATED DAMAGES

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

35.1. PRIOR TO COMMENCEMENT DATE

- A. Prior to the Commencement Date, the Contractor shall prepare to provide its Collection Services in a responsible manner and, at a minimum, shall adhere to the requirements set out in the Transition Plan. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in the Transition Plan, the County has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two (2) tasks may lead to the termination of the Contract. The Contract Administrator may impose liquidated damages for Contractor's actions during the Transition Period, as set forth below, however, the damages may only be assessed if on the Commencement Date, Contractor fails to commence collection services substantially in accordance with this Contract due to the failure.
1. Failure to hire the Contractor's General Manager sixty (60) calendar days before commencement. For each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.
 - a. Failure to hire the Contractor's Operations Supervisors and the Ombudsmen thirty (30) calendar days before commencement. For each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.
 2. Failure to provide purchase orders or other documentation to the County ninety (90) calendar days before commencement, confirming that all necessary Collection vehicles, equipment, and Recycling Bins/Carts have been ordered and will be delivered to the Contractor's equipment yard no later than fifteen (15) calendar days before commencement. For each

calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.

3. Failure to deliver the County-approved notices, brochures, and informational materials within the time specified in the Contract. For each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.
4. Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, tagged, and equipped) fifteen (15) calendar days before commencement. For each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.
5. Failure to complete any one of the following tasks seven (7) calendar days before commencement, for each failure of performance and for each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor:
 - a. hire and train all of the employees needed to provide Collection Service in compliance with the Contract;
 - b. drive and inspect each Collection route with the driver for each Collection route and the Operations Supervisor or General Manager; and
 - c. publish the second notice in the local newspapers concerning the Contractor's Collection Service.
6. If the Contractor fails to comply with any other task identified in the Transition Plan by the applicable deadline, liquidated damages of twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor for each calendar day of delay.
7. Failure to submit transition plan within ninety (90) calendar days of Agreement execution or to revise the Transition Plan within thirty (30) calendar days of notification by the Administrator or designee. For each calendar day of delay, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor.
8. For failure to distribute Roll Carts by date specified in Transition Plan unless otherwise approved by the Administrator or designee, twenty-five hundred dollars (\$2,500) shall be assessed against the Contractor per calendar day.

35.2. LIQUIDATED DAMAGES DURING TERM OF CONTRACT

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

- a. Operating a collection vehicle that leaks or spills hydraulic fluid, oil or other liquids in the County, after receiving written or verbal notification by the County of the problem, shall result in an assessment of five hundred dollars (\$500) per day.
2. Missed Streets. A missed street is a street where no collection occurs on one (1) or both sides of the street on the scheduled collection day. The assessment for a missed street is one hundred dollars (\$100) per street, per business day of delay. The missed locations shall be collected as provided for in this Contract. If severe weather or other interfering conditions were the cause of such misses, as determined by the County, the Contractor's performance shall be excused, and the misses shall be collected as provided for in this Contract, and/or as otherwise determined by the County and Contractor.
3. Failure to complete an incomplete route by noon on the next business day, shall result in the assessment of five hundred dollars (\$500) per route. For the purposes of this assessment, an incomplete route is a route where twenty (20) or more homes were not completed on the scheduled collection day.
4. Failure to return for a missed collection by 8:00 p.m. the next business day, shall result in a fifty-dollar (\$50) assessment per incident, per business day.
5. Failure to leave a non-collection notice in cases where a non-collection notice is required, shall result in a fifty (\$50) assessment per incident.
6. Mixing Solid Waste collected from residential Customers in Hernando County with commercial Solid Waste or solid waste collected from outside of Hernando County, unless prior approval for the mixing has been granted by the County, shall result in the imposition of an assessment of five hundred (\$500) per incident.
7. Collecting Solid Waste or Recyclable Materials with vehicles that are not part of the dedicated fleet for the County, without prior written notice to the County by the Contractor, shall result in the imposition of an assessment of five hundred (\$500) per incident, but only where materials collected pursuant to this Contract are delivered to other than a designated facility.
 - a. Mixing Solid Waste, Yard Waste, Recycling or any other materials where those materials are required to be collected separately, without prior approval of the County, shall result in a one-thousand-dollar (\$1,000) assessment per incident. This assessment shall not be made if the mixing is of a de minimis amount as determined by the County.
8. Failure to respond to a complaint within the specified time frame shall result in a one-hundred-dollar (\$100) assessment per incident per business day.
9. Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) calendar days of notification, or additional time granted, shall result in the imposition of a one hundred dollar (\$100) per day assessment for each occurrence until such complaint is resolved to the satisfaction of the County.

10. Failure to timely file complete and accurate reports or documents required herein shall result in the imposition of a fifty-dollar (\$50) assessment for each business day that each report or document is late.
11. Failure to provide GPS data, photographs, recordings or other information requested by the County within two (2) business days after the County's request, shall result in an assessment of one hundred dollars (\$100) per business day of delay.
12. Failure to dispose of any Residential Waste collected at a Designated Facility shall result in the imposition of \$5,000 assessment per incident.
13. Failure to operate, maintain and provide County access to the complaint tracking system required in this Contract, shall result in the assessment of one hundred dollars (\$100) per operating day, unless the Contractor demonstrates that the failure was caused by circumstances beyond the reasonable control of the Contractor.
14. Failure to correct chronic problems shall result in the imposition of a one-hundred-dollar (\$100) assessment. Chronic shall mean three or more Legitimate Complaints at the same individual dwelling unit within a ninety (90) calendar day period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments of one hundred dollars (\$100) may be imposed for each Legitimate Complaint thereafter. The time period resets when no Legitimate Complaints have occurred at the dwelling unit for a ninety (90) calendar day period.
15. Failure to maintain office hours in the manner specified in this Solicitation and the Awarded Contract shall result in a fifty-dollar (\$50) assessment per occurrence per calendar day.
16. Failure to replace, repair, or deliver Roll Cart or recycling bin within seven (7) business days of receiving notification by a Customer or the County shall result in a fifty-dollar (\$50) assessment per incident per Day.
17. If the Contractor notifies the County that a complaint has been resolved, when the complaint has not been resolved, there shall be a two-hundred-dollar (\$200) assessment per incident.
18. Collections outside of the hours specified in this Solicitation and the Awarded Contract, without prior approval of the County, shall result in a fifty-dollar (\$50) assessment per incident per calendar day.
19. Failure to correct chronic problems with the compaction of recyclable materials that adversely affects the marketability of the materials, after the County has notified the Contractor of the problem, shall result in a one-thousand-dollar (\$1,000) assessment per truck load. Chronic shall mean three (3) or more incidents in a ninety (90) calendar day period.
20. Failure to correct chronic personnel problems, shall result in a one-hundred-dollar (\$100) assessment per incident. Chronic personnel problem shall mean three (3) or more instances of the same or similar problem with the same employee within a twelve (12) month period.

one hundred dollars (\$100) shall be assessed on the third incident, and one hundred dollars (\$100) shall be assessed for each subsequent incident.

21. Failure to provide timely notices or educational materials shall result in the imposition of a one-hundred-dollar (\$100) assessment per event.
22. Failure to repair damage caused by Contractor's negligence to a Customer's property within the deadlines set forth in this Contract, after receiving notification by the Customer or County, shall result in the imposition of an assessment of one hundred dollars (\$100) per business day until the damage is repaired to the satisfaction of the County.
23. Failure to respond to the County by 5:00 p.m. on the first business day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the Contractor, shall result in the imposition of an assessment of one hundred dollars (\$100), and one hundred dollars (\$100) for each additional business day of delay thereafter.
24. Failure to maintain or provide documents in the manner required herein shall result in the imposition of an assessment of one hundred dollars (\$100) per document per business day until corrected.
25. Permanently changing collection Days, without receiving prior approval from the Contract Administrator shall result in the imposition of an assessment of two thousand, five hundred dollars (\$2,500) per incident.
26. Failure to provide sufficient back-up equipment, resulting in a failure to complete a Collection route by 8:00 p.m., shall be subject to an assessment of one hundred dollars (\$100) per incident, in addition to the assessment for missing streets.
27. Operating collection vehicles that exceed a maximum age of ten (10) years, without prior approval of the County, or that are not properly licensed shall result in an assessment of one hundred dollars (\$100) per vehicle per calendar day.
28. Failure to meet any deadline in the Contract, not previously addressed, shall result in an assessment of fifty dollars (\$50) per calendar day of delay.
29. Failure to repair damage to public or private property determined to be caused by Contractor or its personnel within the timeframe approved by the Administrator or designee, shall be subject to an assessment of one hundred dollars (\$100) per calendar day.

35.3.PROCEDURE FOR ASSESSING LIQUIDATED DAMAGES

- A. Based upon an investigation, the Contract Administrator shall determine whether liquidated damages should be assessed against the Contractor. At a minimum, the Contract Administrator shall discuss the relevant facts with the Contractor before the Contract Administrator decides to assess liquidated damages. The County shall not assess and the Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's

performance was (a) excused in advance by the Contract Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, (including late Set Outs, failure to Set Out, or non-compliant Set Out by Customer), and without any fault or negligence of the Contractor. However, during the first one hundred eighty (180) calendar days after commencement, Contractor shall not be subject to liquidated damages except where Contractor is willfully negligent in providing services, and complaints occurring during this period shall not be considered in any liquidated damages provision which is assessed based on a cumulative number of events.

- B. Prior to assessing liquidated damages, the Contract Administrator shall provide written notice to the Contractor, indicating the County's intent to assess liquidated damages and the basis for the County's position.
- C. After receiving the Contract Administrator's letter, Contractor shall have ten (10) calendar days to file a written letter of protest with the Contract Administrator.
- D. If a protest is timely filed, the matter shall be referred to the County Administrator for resolution. The County Administrator shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Administrator's decision, or any review by the Board of County Commissioners of such decision if requested, shall be final for purposes of judicial review or such other remedies as may be available under this contract or Florida law, provided that the Board is not obligated to undertake any such review.
- E. If a protest or petition is not timely filed by the Contractor, or if the County Administrator concludes that liquidated damages should be assessed, the Contract Administrator shall deduct the liquidated damages from the County's next payment to the Contractor for Collection Services.

36. PAYMENTS WITHHELD FROM CONTRACTOR

36.1. PAYMENTS WITHHELD FROM CONTRACTOR

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

37. INDEMNITY, SAFETY AND INSURANCE PROVISIONS

37.1. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall indemnify, hold harmless, and defend the County, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Contractor, its agents, sub-franchisee, assigns, heirs, and employees during performance under this Contract. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Contract. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any sub-franchisee, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor or any sub-franchisee under workers' compensation acts, disability benefit acts or other employee benefit acts; provided, however, that neither the Contractor nor any of its Subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees, and provided further that, in cases of negligence on the part of both the County and the Contractor, its agents, sub-franchisee, assigns, heirs or employees during performance under this Contract, each party shall bear such portion of liabilities, losses, claims, damages, demands, or expenses as is proportional to the percentage of negligence attributable to each.
- B. The Contractor further agrees to indemnify and hold harmless the County, and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement or patent rights or copyrights held by others during or after completion of the work and shall defend all such claims in connection with any alleged infringement of such rights.
- C. The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which the subcontractor fully indemnifies the County in accordance with this Agreement.
- D. Contractor acknowledges that twenty-five dollars (\$25) paid by the County from the moneys payable to Contractor is separate and distinct consideration for the giving of this indemnity and hold harmless, and the Contractor acknowledges and agrees that County would not enter into

this Contract without this indemnification of County by Contractor, and that the County's entering into this Contract, in addition to the foregoing, shall constitute good and sufficient consideration.

37.2. . PERFORMANCE BOND

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

located or it ceases to meet the requirements provided in this Paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the County.

- E. Contractor may be required by the Hernando County Board of County Commissioners to post a cash, surety, and/or Performance Bond in such amount as may be set from time to time by resolution of the Board.

37.3.MINIMUM INSURANCE REQUIREMENTS

- A. CONTRACTOR'S INSURANCE - Contractor shall maintain, on a primary basis and at its sole expense, at all times after the Effective Date until the Contract is terminated, the following insurance coverages, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.
 - 1. COMMERCIAL GENERAL LIABILITY. Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - 2. BUSINESS AUTOMOBILE LIABILITY. Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$2,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.
 - 3. POLLUTION LIABILITY. Contractor shall maintain Pollution Liability at a minimum limit not less than \$2,000,000 Each Occurrence / \$4,000,000 Aggregate.
 - 4. EXCESS LIABILITY. Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.
 - 5. WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY. Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employer Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.
 - 6. DEDUCTIBLES, CLAIMS MADE COVERAGE, AND SUPPLEMENTAL COVERAGE. When a self-insured retention or deductible exceeds \$50,000, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or

audited financial statements. If Contractor has provided a parent corporation corporate guarantee, the Contractor may submit the Parent Corporation's most recent annual report. For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Contract, Contractor agrees to purchase a SERP with a minimum reporting period not less than two years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

7. **ADDITIONAL INSURED ENDORSEMENTS.** Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "Hernando County, a political subdivision of the State of Florida" for all endorsements.
8. **WAIVER OF SUBROGATION.** Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
9. **CERTIFICATE(S) OF INSURANCE.** Prior to the Effective Date of this Contract, Contractor shall provide County a Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) calendar days duty to notify due to cancellation. In addition, Contractor will notify County of any material change in coverage, or non-renewal of coverage as this is not endorsable. The Certificate Holders should read: Hernando County Board of County Commissioners, Risk Management, 15470 Flight Path Drive, Brooksville, FL, 34604. Contractor will mail a copy of the Certificate described above to: Hernando County Board of County Commissioners, Procurement

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

10. RIGHT TO REVISE OR REJECT. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage, deductibles, self-insured retentions or endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable laws.

38. SOVEREIGN IMMUNITY

38.1. SOVEREIGN IMMUNITY

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

39. NOTICES TO PARTIES

39.1. NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by fax or electronic mail. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by fax or electronic mail and receipt is confirmed by telephone or electronic mail reply, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County, copies to:

(1) Hernando County Utilities

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

(2) Hernando County Solid Waste

Solid Waste and Recycling Manager
14450 Landfill Rd.
Brooksville, FL 34614
Email: sharper@hernandocounty.us

Telephone: (352) 754-4112
Facsimile: (352) 754-4118

(3) Hernando County
Procurement

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

As to Contractor:

Contractor Name:

Attention:

Title:

Address:

Email:

Telephone:

Facsimile:

Both parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other party of such change.

40. ASSIGNMENT OR TRANSFER OF CONTRACT

40.1. ASSIGNMENT

- A. No assignment of the Contract or any right or responsibility occurring under the Contract shall be made in whole or in part by the Contractor without the express written consent of the County. The County shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of the Contract made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of the Contract. In such cases, the County may terminate the Contract by giving written notice to the Contractor, and upon the date of such notice, the Contract shall be deemed immediately terminated. Upon such termination all liability of the County under the Contract to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the County shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of the Contract.
- B. In the event that the County consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- C. If any assignment is approved by the County, the assignee shall fully assume all of the liabilities of the Contractor.
- D. Excepting contract labor, which is used from time to time, the requirements of this Article shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under the Contract.

40.2. TRANSFER OF CONTRACT

- A. The transfer of the Contract, by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Contractor, shall be effective only after approval by the County. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of the Contract, which is subject to the County's approval. An application to transfer the Contract shall be submitted jointly by the proposed transferor and transferee and shall contain the same information that was necessary for the granting of the franchise pursuant to the County's Request for Proposals. The proposed transferee shall verify in writing that (a) it will comply with all of the requirements in the Contract and (b) it has the financial resources, expertise, equipment and other capabilities necessary to do so. The County may grant or deny the application for transfer or may grant the application subject to conditions.

41. AMENDMENTS TO THE CONTRACT DOCUMENTS

41.1. GENERAL REQUIREMENTS

- A. This contract constitutes the entire agreement and understanding between the parties hereto. The Contract Documents shall not be considered modified, altered, changed or amended in any respect unless in writing and the amendment is signed by the Contractor and the Board or its designee.

41.2. COUNTY POWER TO AMEND CONTRACT

- A. The County shall have the power to make changes in the Contract Documents relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The County and Contractor agree to enter into good faith negotiations to modify the Contract and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor.

41.3. AMENDMENTS DUE TO CHANGES IN LAW

- A. The County and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of the Contract Documents. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the County, then the provisions and Rates in the Contract may need to be modified. The County and Contractor agree to enter into good faith negotiations regarding amendments to the Contract, which may be required in order to implement changes for the public welfare or due to a Change in Law.

41.4. WAIVER OF RIGHTS

- A. No delay or failure to exercise a right under the Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other party of any term in the Contract shall in no way affect the right of the County or Contractor thereafter to enforce same. Nor shall waiver by the County or Contractor of any breach of any term of the Contract be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under the Contract.

42. COMPLIANCE WITH LAWS AND REGULATIONS

42.1.COMPLIANCE WITH LAWS AND REGULATIONS

- A. Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors.

43. EQUAL OPPORTUNITY EMPLOYMENT

43.1. EQUAL OPPORTUNITY EMPLOYMENT

- A. Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Solicitation and the awarded Contract because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed, and employees are treated without regard to race, color, religion, sex, age or national origin during employment by Contractor. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the County with a copy of its Affirmative Action Policy, upon request. A copy of the policy also shall be submitted to the Contract Administrator at least thirty (30) calendar days before the Commencement Date.
- B. During the performance of this Contract, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance.
 - 1. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

44. SURVIVABILITY

44.1.SURVIVABILITY

- A. Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of the Awarded Contract shall remain enforceable against such party subsequent to such termination.

45. SEVERABILITY

45.1. SEVERABILITY

- A. The definitions and provisions contained in the Contract shall not be construed to require the County or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in the Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the County, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of the Contract shall remain unmodified and in full force and effect. The Contract shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

46. DUTIES OF FAIR DEALING

46.1. DUTIES OF FAIR DEALING

- A. The Contractor declares and warrants that the Contractor enters into the Contract without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in the Contract are made fairly and in good faith, and that no County Commission member, County officer, or County employee, directly or indirectly owns more than .01% of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than 0.01% from the profits or emoluments of the Contract, nor has the Contractor provided any gift to any such Person or their family.
- B. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract, and the Contractor has not paid or agreed to pay any Person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of the Contract.
- C. The Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

47. RECORD KEEPING AND REPORTING

47.1.GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

- A. The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in the Contract. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under the Contract shall be kept in the Contractor's office or storage facility for at least three (3) years following the termination of the Contract.
- B. All of the Contractor's reports to the County shall be submitted in a hard copy or in an electronic format that is compatible with the County's software and, where applicable, in a GIS compatible format. The format and content of the Contractor's reports are subject to the County's approval. The reports shall be signed by the General Manager or other duly authorized representative of the Contractor.
- C. The Contractor shall prepare the logs identified in this Contract. All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. The information in the logs shall be provided to the County, upon request, within one (1) business day. The general format and content of the Contractor's logs shall be subject to the County's approval.

47.2.SPECIFIC RECORD KEEPING REQUIREMENT

- A. Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Day. These records shall be summarized in a log.
- B. Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Recyclable Materials collected in the Service Area. The records shall identify the amounts of Recyclable Materials collected and the locations where the Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Recyclable Materials for each Collection Vehicle for each Day. These records shall be summarized in a log.
- C. Vehicle Maintenance Log – The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

- D. Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; and the reason for each Non-Collection Notice.
- E. Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- F. Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property while performing this Contract. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

47.3.DAILY REPORT

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

47.4.MONTHLY REPORT

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

- C. Upon request by the Contractor, the County may waive one or more of the requirements for the Monthly Report.
- D. Whenever the Contractor submits a monthly report to the County, the Contractor also shall submit a signed written statement from the General Manager, verifying that the monthly report is accurate in all respects. The General Manager also shall verify each month that all of the Solid Waste, Yard Waste and Recyclable Material collected by the Contractor has been delivered to a Designated Facility, and the Contractor's monthly report accurately accounts for all such deliveries.

47.5.ANNUAL REPORT

- A. Contractor shall submit Annual Reports to the County within thirty (30) calendar days after the end of each Contract Year. At a minimum, the Annual Report shall include the following information: (a) annualized information for all items required in the Monthly Reports; (b) an updated Collection Plan, including current route maps and schedules for all Collection Services provided under the Contract; (c) a description and inventory, indicating quantities and condition, of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a corrective action plan for systemic and chronic problems, if any; (e) an updated Contingency Plan; (f) an updated safety plan; and (g) a list of all community stop locations and number of customers assigned to the community stop. Upon request by the Contractor, the County may waive one or more of the requirements for the Annual Report.

47.6.OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

- A. Updates to Safety Plan – Contractor shall continuously update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated plan to the County within five (5) calendar days whenever any changes are made to the safety plan and at least once annually. The Franchisee shall provide the name and contact information for the employee who is appointed to supervise and enforce safety compliance and shall notify the County within five calendar days whenever the employee is changed.
- B. Accidents and Property Damage – Contractor shall notify the County of any accidents involving the Contractor's staff, vehicles, or equipment requiring notification to OSHA or any other Person under Applicable Laws where such accidents occur in the performance of this Contract. Contractor also shall notify the County of accidents involving personal injuries or significant damage to public or private property. In all such cases, verbal notice shall be provided within six (6) hours of the accident and a written report shall be provided to the County within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the County within two (2) Days following the ultimate disposition of the case. The Contractor also shall provide the County with copies of any reports or notices provided to OSHA or the Department of Transportation, within two Days after such documents are submitted.

47.7.CONTINGENCY PLAN

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

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

- A. Contractor shall cooperate with the County and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information, in addition to that required explicitly by the Contract, that the County or the Contractor deem relevant under the circumstances.
- B. The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under the Contract. The Contractor's records shall be made available for inspection during normal business hours at the Contractor's office.

47.9.AUDIT

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

48. MISCELLANEOUS

48.1. MISCELLANEOUS

- A. The Contractor shall furnish, at his own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete said service/work in a good, firm, substantial and workmanlike manner.
- B. Except as otherwise set forth in this Contract, the Contractor and the County shall adhere to all provisions contained in the RFP No. 24-RFP00582.
- C. This Contract shall be contingent upon the Contractor furnishing the COUNTY, when required, a Certificate of Insurance, Performance Bond and any other such documents as required in this contract within fifteen (15) calendar days after notification by the County.
- D. GOVERNING LAW, VENUE. Unless otherwise specified, this Contract shall be governed by the laws, rules, and regulations of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government and venue shall be in and for Hernando County, Florida.
- E. LITIGATION. In the event that litigation is brought in order to interpret or enforce any terms, conditions or covenants in this Agreement, or to remedy any breach thereof, the Parties waive any and all rights to trial by jury in any such case.
- F. The COUNTY agrees to pay the FRANCHISEE for the faithful performance under this Contract according to the prices quoted on the proposal submitted by Franchisee and included as part of this Contract for Curbside Residential Solid Waste and Recycling Collection Services herein and subject to additions or deductions as herein provided for properties that pay for collection services through the Solid Waste Assessment.

49. COMPLIANCE WITH E-VERIFY SYSTEM

49.1.COMPLIANCE WITH E-VERIFY SYSTEM

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

50. PUBLIC RECORDS

50.1. PUBLIC RECORDS

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

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

51. INDEPENDENT CONTRACTOR

51.1. INDEPENDENT CONTRACTOR

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

52. CAPTIONS AND HEADINGS

52.1. CAPTIONS AND HEADINGS

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

53. ALL PRIOR AGREEMENTS SUPERSEDED

53.1. ALL PRIOR AGREEMENTS SUPERSEDED

- A. The Contract Documents will incorporate and include this Solicitation all Addendum, applicable to the matters contained in this Solicitation. The parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Solicitation that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Solicitation and the awarded Contract shall be predicated upon any prior representations or Contracts, whether oral or written. This Solicitation and the Awarded Contract shall supersede all prior Contracts between the parties regarding the matters addressed herein.

54. INTERPRETATION OF CONTRACT DOCUMENTS

54.1. INTERPRETATION OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary; what is called for by one section, article or provision is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, they will call it to the County's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Franchise Contract and any exhibits, attachments or amendments, Request for Proposals No. 24-RFP00582 including any addendum, notices or attachments, and the proposal submitted by Franchisee, and the Request for Pre-Qualification No. 23-PQ00289. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY FLORIDA

Attest: _____ Date: _____

Douglas A. Chorvat, Jr.
Clerk of the Circuit Court

_____ Date: _____

Elizabeth Narverud
Chairperson

Approved as to Form
and Legal Sufficiency

By: _____

County Attorney's Office

[COMPANY NAME]

Witness: _____

By: _____ Date: _____

Name: _____

Title: _____

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

Service Area Map

(Exhibit B)

Performance Bond

(Exhibit C)

Insurance Certificate

(Exhibit D)

Legend

Main Roads

I-75

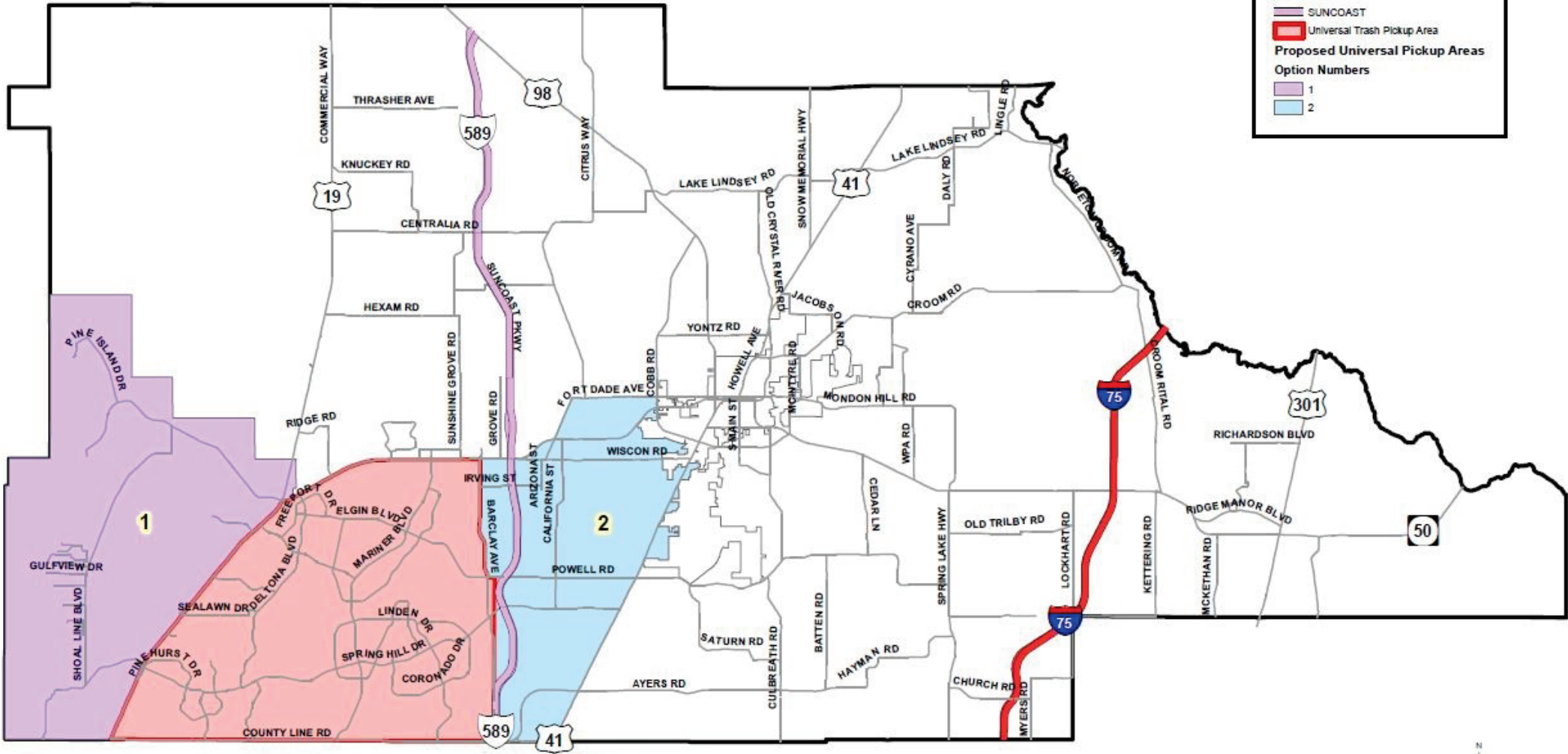
SUNCOAST

Universal Trash Pickup Area

Proposed Universal Pickup Areas
Option Numbers

1

2



Not To Scale

Proposed Universal Collection Area w/ Options 1 & 2



The map was prepared by this office to be used as an aid in Land Parcel identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification. Map reflects parcels and boundaries as they existed on 10/17/2023.

Proposed Subdivision Expansion

BATTEN UNRECORDED	LINDSEY ACRES
BENTON HILLS PHASE I	LOWERY SUBDIVISION
BENTON HILLS PHASE II	LUDLOW HEIGHTS
BENTON HILLS PHASE III	MASARYKTOWN
BROOKRIDGE	MITCHELL HEIGHTS
BROOKRIDGE COMM UNIT 1	MOUNTAIN PARK
BROOKRIDGE COMM UNIT 2	MOUNTAIN VIEW UNIT 1
BROOKRIDGE COMM UNIT 2 REPL	NOTTINGHAM FOREST
BROOKRIDGE COMM UNIT 3	OLANCHA
BROOKRIDGE COMM UNIT 4	PARSONS ADD TO BROOKSVILLE
BROOKRIDGE COMM UNIT 6	PARSONS L B ADDITION
BROOKRIDGE COMM UNIT 6A	PINE CONE ST
BROOKRIDGE REPLAT OF LOT 6	PINE GROVE SUB UNIT 1
BROOKSVILLE MANOR	PINE GROVE SUB UNIT 2
CABOT CITRUS FAIRWAY	POTTERFIELD GDN AC - M 1 ADD
CAMELOT	RERDELL
CANOPY	RIDGE MNR CNTRY CLB EST
CEDAR LANE SITES	RIDGE MNR CNTRY CLB EST U 2
CENTRALIA SUBDIVISION	RIDGE MNR CNTRY CLB UNREC
CHADBROOK	RIDGE MNR WEST
COMMERCIAL HIGHLANDS	RIDGE MNR WEST ADD NO 1
COMMERCIAL HIGHLANDS UNIT 2	RIDGE MNR WEST PHASE II
COMMERCIAL HIGHLANDS US 301	RIDGE MNR WEST PHASE III
COOPER TERRACE	RIDGE MNR WEST PHASE IV
COTTONS ADDITION TO RERDELL	RIVER BEND
DAMAC ESTATES	RIVER BEND UNIT 2
DAMAC ESTATES FIRST ADD	RIVERDALE SECTION 1
DAMAC MODULAR HOME PARK	RIVERDALE SECTION 2
DOGWOOD ACRES UNREC	RIVERSIDE
DOGWOOD EST PHASE I	RIVERSIDE UNRECORDED
DOGWOOD EST PHASE II	ROLLING ACRES
DOGWOOD EST PHASE III	ROLLING ACRES A REPLAT
DOGWOOD EST PHASE IV	ROLLING ACRES UNIT 2
DOGWOOD EST PHASE V	ROLLING ACRES UNIT 5
DOGWOOD EST PHASE VI	SEVILLE GOLF COMMUNITY
DOGWOOD HEIGHTS	SHERMAN HILLS PHASE V
DRY CREEK ESTATES	SHERMAN HILLS SEC 1
EDGEWATER	SHERMAN HILLS SEC 2
ENCLAVE OF WOODLAND WATERS, THE	SHERMAN HILLS SEC 3
FOX WOOD PLANTATION	SHERMAN HILLS PHASE 4A
FT DADE MOBILE HOME PARK	SHERMAN HILLS PHASE 4B
FT DADE MOBILE HOME SUB	SPRING RIDGE
GARDEN GROVE	SUGARMILL WOODS-ORANGE VLG
GARMISCH HILLS	SUGARMILL WOODS-PALM VILLG
GARMISCH HILLS PHASE II	SUNCREST
GLEN HILLS VILLAGE	SUNCREST UNIT II
GLEN LAKES PH 1 UN 1	TALISMAN ESTATES EAST PH 1
GLEN LAKES PH 1 UN 1 REPL 1	TALISMAN ESTATES UNIT 1
GLEN LAKES PH 1 UN 2A	TALISMAN ESTATES UNIT 2
GLEN LAKES PH 1 UN 2B	TALISMAN ESTATES UNIT 3
GLEN LAKES PH 1 UN 2-C1	TALISMAN ESTATES UNIT 4

GLEN LAKES PH 1 UN 2-C-2	TALISMAN NORTH
GLEN LAKES PH 1 UN 2D	TALISMAN SUBDIVISION
GLEN LAKES PH 1 UN 3	TALISMAN SUBDIVISION BLK A
GLEN LAKES PH 1 UN 4A	TALISMAN SUBDIVISION BLK G
GLEN LAKES PH 1 UN 4B	TALISMAN SUBDIVISION BLK H
GLEN LAKES PH 1 UN 4C	TOOKE LAKE ESTATES PHASE ONE
GLEN LAKES PH 1 UN 4D	TOOKE LAKE RETREATS
GLEN LAKES PH 1 UN 4E	TRAILS AT RIVARD PHS 1,2 & 6
GLEN LAKES PH 1 UN 4F	TRILBY CROSSING PHASE 2
GLEN LAKES PH 1 UN 5 SEC 1A	TRILBY CROSSING PHASE I
GLEN LAKES PH 1 UN 5B	TRILBY CROSSING PHASE 3
GLEN LAKES PH 1 UN 5B REPL 1	US 98 NORTH PROJECT
GLEN LAKES PH 1 UN 5B REPL 2	VALLEY BROOK
GLEN LAKES PH 1 UN 5C	VOSS OAK LAKE EST UNIT 1
GLEN LAKES PH 1 UN 6A	VOSS OAK LAKE EST UNIT 4
GLEN LAKES PH 1 UN 6B	WATERFORD PHASE 1
GLEN LAKES PH 1 UN 7A	WATERFORD PHASE 2
GLEN LAKES PH 1 UN 7B	WATERFORD PHASE 3A
GLEN LAKES PH 1 UN 7D	WATERFORD PHASE 3B
GLEN LAKES PH 1 UN 7D	WESTLAKE UNIT 1
GLEN LAKES PH 2 UN 7C	WESTON PARK
GLEN LAKES PH 2 UN T	WHISP OAKS EST PH 1 REPL 1
GLEN LAKES PH 2 UN U	WHISP OAKS EST PH 1 REPL 2
GLEN LAKES PH 2 13AB	WHISP OAKS EST PH 1-C
GLEN LAKES PHASE 1 UNIT 4-H	WHISP OAKS EST PH 1-D
GLEN RAVEN PHASE 1	WHISP OAKS EST PH 1-E
GRELLES P H SUBDIVISION	WHISP OAKS EST PH 1-F
GULF RIDGE PARK	WHISP OAKS EST PH 1-G
GULF RIDGE PARK REPLAT	WHISP OAKS EST PH 1-H
H AND H HOMESITES	WHISP OAKS EST PH 1-I
HEATHER (THE)	WHISP OAKS EST PH 1-J
HEATHER PHASE V REPLAT	WHISP OAKS EST PH 2
HEATHER PHASE VI	WHISP OAKS EST PH 3
HEATHER REPLAT 1	WHISP OAKS EST PH 4
HEATHER SOUND	WHISP OAKS EST PH 4-A
HEATHER WALK	WHISP OAKS EST PH 4-B
HIGH POINT MH SUB UN 1	WHISP OAKS EST PH 4-C
HIGH POINT MH SUB UN 2	WHISP OAKS EST PH 4-L
HIGH POINT MH SUB UN 3	WHISP OAKS EST PH 4-M
HIGH POINT MH SUB UN 4	WHISP OAKS EST PH 5-A
HIGH POINT MH SUB UN 5	WHISP OAKS EST PH 5-B
HIGH POINT MH SUB UN 6	WHISP OAKS EST PH 6-A
HIGHLAND LAKES	WHITESIDE UNIT 2
HIGHLAND LAKES REPLAT BLK T	WHITESIDE UNIT 3
HILL N DALE THE VILLAGE	WHITESIDE-A REPLAT
HILL N DALE UNIT 1	WINDING OAKS
HILL N DALE UNIT 2	WINDRIDGE
HILL N DALE UNIT 3	WITHLACOOCHEE SHORES
HOME TERRACE	WITHLACOOCHEE SHORES REP
HORTONS ADDITION	WITHLACOOCHEE SHORES UNREC
JEMLANDS SUBDIVISION	WOODHAVEN ESTATES
LAKE HIDEAWAY	WOODLAND WATERS PHASE 1
LAKE LINDSEY CITY	WOODLAND WATERS PHASE 2

LAKE SIDE ACRES MH SUB	WOODLAND WATERS PHASE 4
LAKE SIDE VILLAGE	WOODLAND WATERS PHASE 5
LAKEWOOD UN 1	WOODLAND WATERS PHASE 6
LAKEWOOD UN 2	
LAKEWOOD UN 2 REPL 1	
LAKEWOOD UN 3	
LAKEWOOD UN 4	



ADDENDUM No. ONE (1)
TO
THE CONTRACT DOCUMENTS
FOR THE
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. Section 8, Scope of Work, of this Solicitation is updated as follows:
8.1.1 The County intends to enter a seven-year (7) Exclusive Franchise, beginning on January 1, 2026, for residential solid waste removal services, with **two (2) an additional thirty-six (36) month renewal options, as stated in Attachment A – Franchise_Agreement_Final, Section 5.4, Term-to renew for an additional three-year (3) term.**
2. Section 11, Vendor Questionnaire, of this Solicitation is updated as follows:
SECTION D: EXPERIENCE AND PAST PERFORMANCE (Submit a maximum of **ten pages** for this section.)

Describe the number of County or Municipal customers that your firm has serviced in similar size (**60,000 – 100,000 units**~~150,000 – 225,000 residents~~) to Hernando County. If you do not have previous customers of this size, describe what factors you believe will make your company successful with a contract of this size.
3. Section 11.1, Restrictions on Collection of Mixed Loads, of Attachment A – Franchise Agreement (version 1) of this Solicitation is updated as follows:
C. The Contractor shall not combine Solid Waste or other materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area. **The Contractor shall not combine Solid Waste or other materials collected in unincorporated Hernando County with Solid Waste or other materials collected outside of unincorporated Hernando County.**
4. Section 10, Pricing Proposal, of this Solicitation is updated as follows:
Instructions: Complete the pricing table for each type of contractual service. Refer to Section 8.5. GENERAL REQUIREMENTS for a description of universal service area and subscription service area.
Bid amounts shall be for the anticipated first year of the contract and the following number of units:
Universal area 65,000 units
Subscription area 13,000 units



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Door service must be offered at no additional charge to qualified customers as determined by County.

5. Section 7.4, Instructions for Preparing Proposals, Requirements and Rules for Proposals, Item E, Miscellaneous Requirements, Item 1:
 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, ~~including certification of a Florida certified professional engineer.~~
6. Updates to the Solicitation Timeline are hereby incorporated into the Solicitation as follows:
Question Submission Deadline: **August 9** ~~July 12~~, 2024, 5:00pm
Final Addendum Posting Deadline: **August 23** ~~July 17~~, 2024, 1:43pm
Proposal Submission Deadline: **September 9** ~~August 5~~, 2024, 10:00am
7. **Remove** Attachment A - Franchise_Agreement_Final and **replace** with Attachment A - Franchise_Agreement_(version 1) attached to this Addendum No. 1.

B. QUESTIONS AND ANSWERS

- 1.Q. **Can the County please share an updated map of the different collection zones (universal & subscription) and specific house counts defining the area(s) of universal collection vs. subscription collections (Option 1 & 2, etc.). Can the County provide how many units are located in each defined area?**
- 1.A. The map in the attachments is the most current.

Please see tables below for estimates of housing counts. The expanded Universal Areas Options One and Two and the Subdivisions require final approval by the Board of County Commissioners in an upcoming meeting.

Actual Customer Count January 2024	
Current Universal	44,223
Current Subscription	27,146
TOTAL	71,369

Estimated Customer Counts with approval of expanded Universal Area	
Estimated Universal	65,000
Estimated Subscription	<u>13,000</u>
Total	78,000

Total Units in County October 2023	
88,365	

- 2.Q. **Can the County please provide the number of units per subdivision in the attachment "Subdivision_list_Rev_June_2024"**



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- 2.A. Please refer to the estimates in the tables below for Universal versus Subscription areas. The units in subdivisions are included in the Estimated Customer Counts with approval of expanded Universal Area total.

Actual Customer Count January 2024	
Current Universal	44,223
Current Subscription	27,146
TOTAL	71,369

Estimated Customer Counts with approval of expanded Universal Area	
Estimated Universal	65,000
Estimated Subscription	13,000
Total	78,000

Total Units in County October 2023	
	88,365

- 3.Q. Could the County please clarify the number of total residential units that will be serviced under this agreement?
- 3.A. Please refer to estimates provided in response to Questions 1 and 2 of this Addendum No. 1.
- 4.Q. Can the County provide any specialized equipment that the current hauler uses for collection (smaller trucks, etc.).
- 4.A. The current hauler does not use any specialized equipment.
- 5.Q. **Miscellaneous Requirements: The RFP states that the Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer. Can the County clarify what licenses are required?**
- 5.A. They are subject to the County's residential franchise/license requirements, which will be a \$2,000.00 per year annual fee for residential collection. If the franchisee also collects commercial waste, they will also be required to have a commercial license at an additional cost of \$2,000.00 per year. Every vehicle that is used in collection must be inspected annually at a cost of \$100.00 per vehicle. Contractor is also subject to any other government regulations, such as drivers having the required commercial driver's licenses.
- 6.Q. **Bid bond. The RFP states that each Bid must be accompanied by a certified check, cashier's check, official bank check, or Bid bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of Bid. Can the County clarify how the different contractors shall calculate the amount of the bid? Should be considered 1 year or seven-year contract? How many household units should be considered?**
- 6.A. The bid guarantee or bid bond shall be in an amount equal to at least five percent (5%) of the amount of the Bid. The amount of the Bid shall be determined by Section 10, Pricing Proposal, the Rates for Universal and Subscription Service Areas Table, amount of the **Total** line.



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Please refer to revised Pricing Proposal Instructions within the Solicitation in preparing the amount of the Bid and as provided in the Item 5 in the Clarifications section of this Addendum No. 1.

7.Q. Performance Bond the RFP states A Performance Bond issued in a sum equal to fifty (50%) percent of the total awarded Contract amount. Can the County please clarify if the contract amount should be considered for 1 year or the total length of the contract?

7.A. The total awarded contract amount, in this instance, shall be consistent with the length of the initial term of the contract or seven (7) years.

8.Q. Extensions. The RFP states that the Contract may be renewed for two (2) additional thirty-six (36) month period, upon mutual agreement of both parties. However, in the Scope of work item and contract states only 1 option to renew for an additional three-year (3) term. Can the County clarify the renewal terms?

8.A. The Scope of Work has been updated via this Addendum No. 1, see Clarification Item 1. There will be two (2) additional thirty-six month renewal options, upon mutual agreement of both parties.

9.Q. Franchise fee. Could the County please provide if there is any franchise fee currently charged by the incumbent? If that is the case, what percentage is charged?

9.A. The franchise fee is paid by the franchisee to the County and will be in the amount of \$2,000.00 per year at the start of the contract. Please refer to this Solicitation, Item 8.1, Initial Contract, and Attachment A – Franchise Agreement (version 1), Section 28.13, Other Fees and Cost, Item B, Renewal Fees.

10.Q. Disposal cost. Can the County please confirm if disposal will need to be paid for by the hauler or if it is covered by the County?

10.A. Disposal costs for residential collection are not paid by the Franchisee instead disposal costs are included as a non-ad valorem assessment on every resident's annual tax bill. Please refer to Attachment A – Franchise Agreement (version 1), Section 4, Definitions, Tipping Fee.

11.Q. In order to analyze the current level of service provided, Could the County please provide tonnage reports (or disposal tickets), by day and by truck identification or load identification for the years 2022 and 2023 for each waste stream and each service area?

11.A. Please refer to Attachment D – Tonnage for Residential Service.

12.Q. CPI. Can the county confirm that there won't be a price adjustment in 2027 and consequently the rates proposed will remain in year 2026 and 2027?

12.A. Yes, this is correct. The first price adjustment may be requested in April of 2027 for an effective date of January 2028. Please refer to Attachment A – Franchise Agreement (version 1), Section 28.9, Rate Adjustments – Annual Adjustments to Rates for Collection Services.

13.Q. Can the County please clarify what a "like size" bin would be in regard to recycling collection?

13.A. Like size bins might include a square or rectangular laundry basket, storage tote or cardboard box, under 50 pounds each.

14.Q. Can the County please confirm if a labor company for helpers would constitute as a subcontractor?



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14.A. Yes.

15.Q. Can the County please provide the number of units that currently receive door service at no charge?

15.A. As of January 2024, there were 746 door service units.

16.Q. Section D: Experience and Past Performance: In order to create an easier comparison, would the County consider changing the experience from population to number of units serviced?

16.A. Yes, please refer to Item 2 of the Clarifications section of this Addendum No. 1.

17.Q. Section F: References: Can the County please clarify if the proposer should provide contact information for the County to conduct reference checks or if this section requires the proposer to submit letters written on behalf of our references?

17.A. Proposers should provide letters of reference.

18.Q. Can the County please clarify how the bid bond should be submitted with the electronic submittal? Should this be provided separately in person to the County's office or will an electronic scanned copy suffice?

18.A. An electronic scanned copy will suffice. The County may require Proposers to provide original, hard copy bid bond or bid guarantee at a later date.

19.Q. Section 8.1.2 states that the franchisee shall be subject to an annual renewal fee as set from time to time. Can the County provide any clarity as to what that rate would be at the commencement of the contract? If this is not known, can the County please provide the historical increases to this amount for the past 5 years?

19.A. This will be \$2,000.00 per year at the commencement of the contract. There have not been any increases of the annual renewal fee in the past five (5) years. Please refer to this solicitation, Attachment A – Franchise Agreement (version 1), Section 28.13, Other Fees and Cost, Item B, Renewal Fees.

20.Q. Section 8.5.3.2 & 8.5.3.3 – Can the County please confirm when these areas will be finally approved by the board as it pertains to the purposes of this RFP?

20.A. This date has not been set.

21.Q. 8.5.4.1.1 – can the County please provide the system currently in place to provide electronic tracking of customer complaints?

21.A. The incumbent provides a map based program which allows the County to see the complaints as points on a map with the following information: customer name, address, case number, type of complaint, date, route number and status. The County can also download the report. The County also has view only access to the incumbent's software program to look up any address and see detailed billing, complaints, notes and history for any account which supplements the map based data.

22.Q. 8.6.2.3 of the RFP states that containers, bags or bundles not to exceed 50 gallons. However the final draft agreement states no more than 50 pounds. Can the County please clarify this limitation?



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- 22.A. The containers should be under 50 gallons **and** weigh less than 50 pounds. Please refer to this solicitation, Attachment A – Franchise Agreement (version 1), Section 4, Definitions, Garbage Can, and Section 7.1, Contractor's Specific Collection Services, Item D, Yard Waste Collection.
- 23.Q. Can the County please confirm that proposers will be able to use the existing recycle bins and provide new for any replacement or new customers?**
- 23.A. Yes, this is correct. All existing containers may be used by the franchisee. Franchisee will need to provide containers for new customers and new recyclers as well as replacements as required for existing customers. Please refer to this Solicitation, Attachment A – Franchise Agreement (version 1), Section 7.1, Contractor's Specific Collection Services, Item C, Roll Carts.
- 24.Q. Can the County please provide detail as to the expectation for the 3 recycling audits during the initial term of the contract?**
- 24.A. The recycling audit consists of the contractor manually counting the number of households participating in our curbside recycling program over a three week period, broken down by day and by route.
- 25.Q. Section 8.7.4 – In order to properly budget, can the County please provide what safety equipment is expected for the collection vehicles?**
- 25.A. The County currently requires a fire extinguisher, shovel, broom, a spill response kit, triangles, an audible back up warning device and a first aid kit. This list is subject to change if additional items are deemed necessary. Please refer to this Solicitation, Attachment A – Franchise Agreement (version 1), Section 22.2, Ancillary Equipment in Contractor's Vehicles.
- 26.Q. Section 8.8.3 – Can the County please confirm that day changes would be accepted in order to provide the most efficient and cost-effective rate?**
- 26.A. Yes, changes are acceptable. The franchisee may propose changes to the existing schedule following the guidelines specified in Sections 8 and 9 of the Franchise Agreement.
- 27.Q. Can the County please provide the brand and the approximate age of the carts that are currently utilized? Can the County also please provide the number of historical requests for cart repair/replacement by month for the past 2 years?**
- 27.A. The bulk of roll carts were originally purchased in 2018. Additional roll carts have been purchased and distributed each year since. The cart manufacturer is Rehrig and Toter. The number of historical requests for cart repair and replacement is not tracked as a separate statistic and therefore cannot be provided.
- Should additional information become available it will be provided in a subsequent addendum.
- 28.Q. Can the County please provide the allowable compaction of recyclable material? Is there a definitive density that is allowable?**
- 28.A. The material must not be compacted so densely that it creates a brick and cannot be easily separated during processing. This will be subject to the processor's requirements.
- 29.Q. Franchise Agreement 7.1.E.4 states that Recycling is voluntary. Does this mean that customers can elect to not participate in recycling services and therefore not pay this portion of the service? Or is the full rate guaranteed to the proposer regardless of this option?**



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- 29.A. The full rate is guaranteed regardless of whether or not the customer elects to recycle.
- 30.Q. Can the County please clarify if Wednesday/Saturday is utilized for current garbage collections?**
- 30.A. No, there is not currently a Wednesday/Saturday schedule. This is an optional schedule at the discretion of the Franchisee.
- 31.Q. Franchise Agreement 11.C states that the contractor shall not combine Solid Waste or other materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area. Does this include a separation of Universal and Subscription accounts? Or may these be collected by the same vehicles?**
- 31.A. All Hernando County residential Solid Waste as defined in this Solicitation, Attachment A – Franchise Agreement (version 1), Section 4, Definitions, Service Area may be collected in the same vehicles. Universal Collection Area waste and subscription service area waste do not have to be separated. Please refer to Item 3 of the Clarifications section of this Addendum No. 1.
- 32.Q. Section 28.6.A – can the County please provide the average number of customers that utilize the suspension of services at any given time?**
- 32.A. This information is not tracked and therefore is unable to be provided.
- 33.Q. Section 35.1.5.b – Can the County please confirm if this fine would be enforced PER route/driver or in total if the entire site has not completed?**
- 33.A. This is per route/driver; however, the damages may only be assessed if on the Commencement Date Contractor fails to commence collection services substantially in accordance with this Contract due to their failure.
- 34.Q. Section 35.2.2 – Can the County please include a number of homes to constitute a missed street? Some roads only contain 1 home on 1 side of the street.**
- 34.A. There is no minimum number of homes specified.

C. ADDITIONS

1. Attachment D –Tonnage for Residential Service is hereby added to the Solicitation.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft,
Procurement
Manager

Cathy Tefft, Procurement
Manager
2024.07.22 11:28:31
-04'00'

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



PROCUREMENT DEPARTMENT

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ADDENDUM No. TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. The solicitation timeline is hereby revised as follows:

Final Addendum Posting Deadline: **September 6, 2024, 5:00 pm** ~~August 23, 2024, 1:43pm~~

Proposal Submission Deadline: **September 23, 2024** ~~September 9, 2024, 10:00am~~

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



PROCUREMENT DEPARTMENT

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ADDENDUM No. THREE (3)

TO
THE CONTRACT DOCUMENTS
FOR
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. **Attachment A - Franchise_Agreement_(version 1) is hereby amended as follows and replaced with Attachment A - Franchise_Agreement_(version 2):**

Section 5, Franchise, Subsection 5.4, Term, Item C, Extension of Time:

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

Section 6, Service Area, Subsection 6.3, Contractor's Obligations Prior to Commencement Date, C.3.a.

Physically Delivered to All Customers in Service Area. The Franchisee shall design, print, and deliver a notice concerning the commencement of the Franchisee's Collection Service. The notice shall be delivered twice to each Customer within the Service Area. The first notice shall be delivered **by mail or by hand delivery** at least two weeks prior to the Commencement Date. The second notice shall be **hand** delivered approximately one week before the Commencement Date **to all properties as reasonably accessible**. The first notice shall include any brochures, **post card** or educational materials provided by the County concerning the County's Solid Waste management programs.

Section 15.1, Contractor's Access to Streets and Collection Containers



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- G. The Franchisee shall use suitable vehicles and equipment, as necessary, to provide Collection Service on dead-end streets, narrow streets, unpaved streets, and other areas where access is limited. If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customers' materials. If a mutual Contract cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle, or at such other location specified by the County. **Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.**

Section 22, Contractor's Vehicles and Collection Equipment, Subsection 22.2, Ancillary Equipment In Contractor's Vehicles:

- B. All vehicles used to provide Collection Services under this Solicitation shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator and the General Manager or designee. ~~The proposed communications system is subject to approval by the County.~~

Section 23, Contractor's Personnel, Subsection 23.1 General Requirements:

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

Section 28, General Billing and Payment Procedures, Subsection 28.6, Suspension of Services

Suspension of service for absences in excess of **sixty (60) days** ~~ninety (90) days~~ will be allowed provided the request for the suspension of service is made at least thirty (30) days in advance of the date the suspension is to be effective. **Suspensions may be requested for a maximum period of one hundred eighty (180) days. The intent of this section is to allow for seasonal residents to avoid cancelling and restarting service every year.** The Customer is not relieved of the obligation to pay for services billed prior to the required **thirty (30) days** notification. Any credit due for payments already made will be made by the Franchisee on the next billing. The intent of this provision is to relieve the Franchisee of the obligation to issue refund checks for suspension of services that occur after the billing was rendered which included the suspension period.

Section 30, No Liability for Delays or Nonperformance Due to Force Majeure Events, 30.1.B:

- B. In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of the Contract by the Contractor substantially impossible, **for a period of more than three (3) calendar days**, the County shall have the right to call the Performance Bond and engage another Person to provide necessary services. **If the Contractor is able to resume service within three (3) calendar days, the Contractor shall collect all excess materials resulting from the missed collections.**

Section 35.1, Prior to Commencement Date, remove and replace with the following:

- A. **Prior to the Commencement Date, the Contractor shall prepare to provide its Collection Services in a responsible manner and, at a minimum, shall adhere to the requirements set out in the Transition Plan. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in the Transition Plan, the County has the right to assess liquidated damages**



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for each deadline that is missed as these deadlines are considered integral to successful execution of the Contract on the Commencement Date and the failure to meet these deadlines may result in monetary damages to the County, the amount of which are presently unascertainable. The Contract Administrator may impose liquidated damages for Contractor's actions during the Transition Period, as set forth below, however, the damages may only be assessed if on the Commencement Date, Contractor fails to commence collection services substantially in accordance with this Contract.

1. Failure to hire the Contractor's General Manager sixty (60) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
 - a. Failure to hire the Contractor's Operations Supervisors and the Ombudsmen thirty (30) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
2. Failure to provide purchase orders or other documentation to the County ninety (90) calendar days before commencement, confirming that all necessary Collection vehicles, equipment, and Recycling Bins/Carts have been ordered and will be delivered to the Contractor's equipment yard no later than fifteen (15) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
3. Failure to deliver the County-approved notices, brochures, and informational materials within the time specified in the Contract. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
4. Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, tagged, and equipped) fifteen (15) calendar days before commencement. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
5. Failure to publish the required notices in the local newspapers concerning the Contractor's Collection Service by the deadline stated in 6.3 Contractor's Obligations Prior to Commencement Date, item C.6, shall result in one thousand, five hundred dollars (\$1,500) assessed against the Contractor for each calendar day of delay.
6. If the Contractor fails to comply with any other task identified in the Transition Plan by the applicable deadline, liquidated damages of one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor for each calendar day of delay.
7. Failure to submit Transition Plan within ninety (90) calendar days of Agreement execution or to revise the Transition Plan within thirty (30) calendar days of notification by the Administrator or designee. For each calendar day of delay, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor.
8. For failure to distribute Roll Carts by date specified in Transition Plan unless otherwise approved by the Administrator or designee, one thousand, five hundred dollars (\$1,500) shall be assessed against the Contractor per calendar day.

Section 35.2, Liquidated Damages During Term of Contract, Items 1a, 6, 13, and 17 (and renumbering):

(35.2.A.1., Item a. is renumbered to Item 35.2.A.2)

2. a.—Operating a collection vehicle that leaks or spills hydraulic fluid, oil or other liquids in the County, after receiving written or verbal notification by the County of the problem, shall result in an assessment of five hundred dollars (\$500) per day.



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7. ~~6.——a. Mixing Solid Waste collected from residential Customers in Hernando County with solid waste collected from outside of Hernando County or commercial Solid Waste, unless prior approval for the mixing has been granted by the County, shall result in the imposition of an assessment of one thousand dollars (\$1,000) per incident.~~
- ~~7. Collecting Solid Waste or Recyclable Materials with vehicles that are not part of the dedicated fleet for the County, without prior written notice to the County by the Contractor, shall result in the imposition of an assessment of five hundred (\$500) per incident, but only where materials collected pursuant to this Contract are delivered to other than a designated facility.~~
- ~~12. Failure to dispose of any Residential Waste collected at a Designated Facility shall result in the imposition of \$5,000 assessment per incident.~~
- ~~17. If the Contractor notifies the County that a complaint has been resolved, when the complaint has not been resolved, there shall be a two-hundred-dollar (\$200) assessment per incident.~~
- ~~26. Failure to provide sufficient back-up equipment, resulting in a failure to complete a Collection route by 8:00 p.m., shall be subject to an assessment of one hundred dollars (\$100) per incident, in addition to the assessment for missing streets.~~

Section 36, Payments Withheld From Contractor, Subsection 36.1.A:

- A. In addition to the remedies provided elsewhere in the Contract the County may withhold part or all of any payment otherwise due the Contractor if the County Administrator concludes that the Contractor's actions or inactions have resulted in the following:
 1. Unsatisfactory work, that would be subject to liquidated damages as provided in Section 35.2, Liquidated Damages, not caused by conditions beyond the Contractor's control;
 2. Defective work, that would be subject to liquidated damages as provided in Section 35.2, Liquidated Damages, that has not been corrected;
 3. The Contractor's failure to carry out instructions or orders of the County that are within the County's authority under the Contract;
 4. Failure of the Contractor to make payments to any subcontractor for materials or labor, which results in a claim against the County;
 5. Unsafe working conditions allowed to persist by the Contractor; or
 6. Failure of the Contractor to provide routes, schedules, data, or reports requested by the County.

Section 39, Notices to Parties, Subsection 39.1:

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by fax or electronic mail. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by fax or electronic mail and receipt is confirmed by telephone or electronic mail reply, or when delivered by U.S. Mail, nationally recognized express or overnight delivery service, or courier service, as shown by the return receipt. For the present,



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the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

Section 40, Assignment or Transfer of Contract, Subsection 40.1, Assignment, Item A:

- A. No assignment of the Contract or any right or responsibility occurring under the Contract shall be made in whole or in part by the Contractor without the express written consent of the County. The County shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. **The County's approval shall not be unreasonably withheld.** Any assignment of the Contract made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of the Contract. In such cases, the County may terminate the Contract by giving written notice to the Contractor, and upon the date of such notice, the Contract shall be deemed immediately terminated. Upon such termination all liability of the County under the Contract to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the County shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of the Contract.

Section 41, Amendments to the Contract Documents, Subsection 41.2, County Power to Amend Contract:

- A. The County shall have the power to make changes in the Contract Documents relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The County and Contractor agree to enter into good faith negotiations to modify the Contract and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor. **After mutual agreement by the Contractor and the Contract Administrator, any amendments to contract terms, conditions and rates would be subject to approval by the Board.**

Section 47, Record Keeping and Reporting, Subsection 47.8 County's Right to Inspect and Audit Contractor's Records:

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

2. Section 11, Vendor Questionnaire, of this Solicitation is updated to consolidate the following:

- Questions 6.1 through 6.3, so that Proposer provides one written submission packet; and,
- Consolidate TABS 1 through 3 of Section 11 with TABS 1 through 3 as detailed in Section 7.5, Proposal Format.



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3. Section 3, Offer, of this Solicitation is updated as follows:

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **ONE HUNDRED EIGHTY (180)** ~~NINETY (90)~~ DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

4. Section 7.2, Instructions to Proposers, of this Solicitation is updated as follows:

F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, **or until award is made, whichever occurs first**, to provide to the County the services set forth in this Request for Proposals, ~~or until one (1) or more of the Proposals have been awarded.~~

5. Section 7.5, Proposal Format of this Solicitation is updated as follows:

The following information shall be submitted in all responses in the format as specified herein and further articulated in Section 11 Vendor Questionnaire **as the Response submission**. Failure to submit the requested information in this format may result in a reduction in the evaluation points or rejection of proposal. Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee. A response to all Tabs and Sections is required.

TAB 1 - Statement of Interest and Introduction/Letter of Transmittal (Submit a maximum of two (2) pages for this section.)

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal **with the words "RFP 24-RFP00582"**. This letter will summarize in a brief and concise manner, the Firm's understanding of the Scope of Work. The letter must name all persons authorized to make representations for the Firm, including the titles, addresses, e-mail addresses and telephone numbers of such persons. An official authorized to negotiate for the Firm must sign the Letter of Transmittal.

TAB 2 - Table of Contents (Submit a maximum of one (1) page for this section.)

TAB 3 - Response Summary and Questionnaire Responses

(Proposers must restate the Section Title and then provide responses)

SECTION 1A: PRICE AND SERVICES (Submit a maximum of three (3) pages for this section.)

Complete *Section 10 Pricing Proposal* for each type of contractual service. Door service must be offered at no additional charge to qualified customers as determined by County.

~~Describe any special add-on collection services your company will offer to customers and the pricing.~~

SECTION 2B: OPERATIONS APPROACH (Submit a maximum of eight (8) pages for this section.)



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Describe the technology that will be used for this contract. Include any customer service software, GPS, routing technology, Apps, etc. Describe how this technology will benefit the residents of Hernando County.

Describe the approach to preventing missed pickups and to resolving missed pickups when reported. Include any specific techniques that are used to prevent them, any techniques that are used to address repeated issues at specific locations and what the process is for recovering them.

Discuss how door service to qualified customers will be provided.

Describe the plan for preventing damage to County roads through leaking fluids and the typical remediation steps that would be taken when spills occur.

Discuss the company's contingency plans and ability to provide contractual services after a hurricane or other disaster.

SECTION 3C: CUSTOMER SERVICE APPROACH (Submit a maximum of eight (8) pages for this section.)

Describe the approach to customer service including how incoming calls will be handled (such as call center, local staff and what alternate methods of communication will be available to residents (email, text, website, app, etc.). Describe how the customer service approach will provide residents with a high level of service.

Describe the planned approach to handling escalated customer service issues.

Describe how the location of your company will benefit Hernando County residents. If the proposed location is not in Hernando County, discuss what steps will be taken to ensure that service to residents are not compromised by the location.

SECTION 4D: EXPERIENCE AND PAST PERFORMANCE (Submit a maximum of ten (10) pages for this section.)

Describe the number of County or Municipal customers that your firm has serviced in similar size (60,000 – 100,000 units 150,000—225,000 residents) to Hernando County. If you do not have previous customers of this size, describe what factors you believe will make your company successful with a contract of this size.

Describe the most significant challenge you have had with a County or Municipality where service was severely compromised. Include a detailed explanation of what factors led to the compromised service, what actions were taken to rectify the situation and what the final outcome was. If the contract continued, describe the service after the compromise was resolved. If the contract ended, describe the circumstances that led to the contract ending.

Describe any previous contracts that were terminated before the end of the contract period. Include a detailed explanation of what factors led to the termination and what, if any, actions your company has taken to prevent a similar occurrence in the future.



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SECTION 5E: TRANSITION PLAN (Submit a maximum of five (5) pages for this section.)

Utilizing the information available in the solicitation, describe the major or milestone steps Proposer anticipates will occur as they transition into providing services. ~~Describe the transition plan in detail.~~

SECTION 6F: REFERENCES

Please attach reference letters including contact information, if available. The County will validate references.

SECTION 7G: ADDITIONAL SERVICES

Please provide any additional services that will be offered to Hernando County customers outside the scope of this contract, including pricing.

SECTION 8H: ADDITIONAL VALUE (Submit a maximum of three (3) pages for this section.)

Discuss any educational or charitable programs or activities that your company will bring to the community.

Discuss how your company will support and encourage curbside recycling.

Discuss any other services that will add value to the community.

SECTION 9I: HERNANDO COUNTY WORK: In a separate section, list any services that your firm has completed, or that are in progress at the present time, within Hernando County for the last five years.

SECTION 10J: LOCATION: Describe how the location of your company and project team may benefit the County as it specifically relates to the requested services.

6. Section 7.9.A., Indemnity, Safety and Insurance Provisions, Paragraph 1, Indemnity, is removed and replaced with the following:

Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the County or any of its officers, agents, or employees, subject to Fla. Stat. s. 768.28(19).

B. QUESTIONS AND ANSWERS

1.Q. -Is the contractor responsible for tracking new deliveries of carts



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- Can there be an alternative bid for 5x per week collection versus 6

Project Detail Packet/RFP Instructions

(Section 1.1 Summary)

- 1.A. As to contractor's responsibility for tracking new cart deliveries, yes. Refer to Franchise Agreement, Section 7.1, Contractor's Specific Collection Services, Item C.
As to an alternative bid for five time per week collection, no.

2.Q. -How many total back door services are currently offered?

-What is the process for a back door service to be accepted by the county?

(7.5 Proposal Format Section A)

- 2.A. As to number of units that currently receive door service, please refer to Addendum No. 1, Question 15.
As to the process, customers provide evidence of need for all adults residing in the household. This is usually in the form of a handicap parking permit or doctor's statement, but the County accepts any evidence that reasonably shows need. The County also accepts referrals from drivers who have direct knowledge of the need. Customers can be approved for short-term temporary service if they lack sufficient evidence and need time to provide such evidence.

3.Q. -In this section, the county refers to residents and not households.

Can this be amended to say the actual total number of homes that would be services, as this is a large discrepancy.

(7.5 Proposal Format Section D Experience)

- 3.A. Please refer to Addendum No. 1, Question 16.

4.Q. Referring back to the number of homes in the mandatory versus subscription, the bidder will need an accurate count of this in order to create a transition plan with routing, etc.

(7.5 Proposal Format Section E)

- 4.A. Please refer to Addendum No. 1, reply to Question 1.

5.Q. Will GPS enabled cameras work for this requirement?

(Section 8.5.4.1.1)

- 5.A. Yes.

6.Q. -What is the process that the county will accept for a recycling audit?

(Section 8.6.3.3)

- 6.A. Please refer to Addendum No. 1, Question 24.

7.Q. What is the total current number of back door service?

(Section 8.6.5.1)

- 7.A. As to number of units that currently receive door service, please refer to Addendum No. 1, Question 15.

8.Q. -What is the annual fee?

(Section 8.7.5)

- 8.A. Please refer to Addendum No. 1, reply to Question 19.



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- 9.Q. -The county can extend at its sole discretion to renew up to 12 months at the current rate. Will the county accept language that it must be agreed upon by both parties?
(Franchise Agreement Packet: 5.4-C)**
- 9.A. Yes, the County is amenable to this.
- 10.Q. -Will the county accept language that the county can only expand the area and not subtract from the mandatory area?
(Franchise Agreement Packet: 6.2-B)**
- 10.A. No.
- 11.Q. Will the county accept a post card mailed to the home? The way this is worded as “delivered” could denote hand delivery.
(Franchise Agreement Packet: 6.3-C/a)**
- 11.A. As stated in Attachment A – Franchise Agreement (version 1), Section 6, Service Area, Subsection 6.3, Contractor’s Obligations Prior to Commencement Date, C.3.a., one (1) hand delivered notice is required.
- Please refer to this Addendum No. 3, Clarifications, Item 1.
- 12.Q. This section refers to soliciting customers in the subscription area. Will the county provide those lists of current customers as well as a list of total customers in the non-mandatory area.
(Franchise Agreement Packet: 6.3 C/8)**
- 12.A. The County will provide a list of all residential addresses in the subscription area. Please refer to Attachment E - Housing Counts Within Proposed Subdivisions August 2024.
- 13.Q. As these vehicles will be purchased for the contract, what is the process for the county to add recycling products to the collection contract? For example, these trucks will be designed for dual sort collection. If the County, then changes to single stream these trucks would be rendered obsolete.
(Franchise Agreement Packet: 7.1 E)**
- 13.A. The County does not have plans to convert to single stream recycling during the term of the awarded contract. However, should that change the awarded contract would be subject to negotiation.
- 14.Q. This refers to permission given by the occupant or owner. Will the county accept a written agreement signed by the occupant stating they are allowing the contractor to collect?
(Franchise Agreement Packet: 14.1 A)**
- 14.A. Yes, however, a written agreement is not required unless a dispute arises.
- 15.Q. -This section, the county would like the contractor to distribute county provided materials. As this could be an expense that is wildly different, can the county state exactly what is expected each year?
(Franchise Agreement Packet: 20.1-C)**
- 15.A. This would be in the form of a printed material such as a door hanger, brochure, sticker, flyer or similar type of media that can be distributed to each customer once per year. The material is provided by the County and distributed by the Franchisee’s drivers or other personnel as determined by the Franchisee.



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16.Q. 28.6 Suspension of services

-90 day suspension.

(a)-Will the county move the suspension to 60 days? As the hauler has already incurred cost, extending to 90 burdens undue cost.

(b)-Will the county allow the contractor to charge a reinstatement fee for bad pay?

(c)-Will the county allow the contractor to cut off services after 3 non pays for good or an extended amount of time?

(Franchise Agreement Packet: 28.6)

16.A. Answers are as follows:

(a) The County is amenable to this. Please refer to Clarifications section in this Addendum No. 3, Item 1.

(b) If the cart has been removed, the Franchisee may charge a delivery fee for the return of the cart.

(c) The Franchisee may discontinue service to any Customer who fails to pay for the refuse Collection when due. The Franchisee may take any and all steps, including but not limited to lien, legal complaint or other court action, to collect amounts due and to compel payment and require payment for future services. The Franchisee may not refuse to provide service to anyone who has fulfilled their payment obligations and brought their accounts current.

17.Q. Can the County please provide the number of units per subdivision in the attachment "Subdivision_list_Rev_June_2024"

17.A. For housing information, please refer to Addendum No. 1, Question 1. The subdivisions are included in the Estimated Customer Counts.

18.Q. Can the County please provide the brand and the approximate age of the carts that are currently utilized? Can the County also please provide the number of historical requests for cart repair/replacement by month for the past 2 years?

18.A. Please refer to Addendum No. 1, Question 27.

19.Q. Section 28.6.A – can the County please provide the average number of customers that utilize the suspension of services at any given time?

19.A. This information is not tracked and therefore is unable to be provided

20.Q. -Is the contractor responsible for tracking new deliveries of carts

20.A. Yes, the future Franchisee will be responsible for tracking new cart deliveries.

21.Q. Can there be an alternative bid for 5x per week collection versus 6 Project Detail Packet/RFP Instructions. 1.1 Summary

21.A. No.

22.Q. Section A -How many total back door services are currently offered? -What is the process for a back door service to be accepted by the county?

22.A. Please refer to Addendum No. 1, Question 15.

23.Q. Section D Experience -In this section, the county refers to residents and not households. Can this be amended to say the actual total number of homes that would be services, as this is a large discrepancy.



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- 23.A. Yes, please refer to Item 2 of the Clarifications section of Addendum No. 1.
- 24.Q. Section E -Referring back to the number of homes in the mandatory versus subscription, the bidder will need an accurate count of this in order to create a transition plan with routing, etc. 7.5 Proposal Format:**
- 24.A. Final addresses will be provided after the Board of County Commissioners votes on the expanded universal area. Further, please refer to Attachment A – Franchise_Agreement_(version1), Subsection 35.1, Prior to Commencement Date, Item A.7.
Also, refer to the Clarifications section of this Addendum No. 3, Item 2.
- 25.Q. -This refers to an area that has not been approved by the Board of County Commissioners. What happens if this is not approved? Section 8.5.3.2**
- 25.A. Please refer to Addendum No. 1, Question 20.
- 26.Q. Will GPS enabled cameras work for this requirement? Section 8.5.4.1.1**
- 26.A. Yes.
- 27.Q. -What is the process that the county will accept for a recycling audit? Section 8.6.3.3**
- 27.A. Please refer to Addendum No. 1, Question 24.
- 28.Q. -What is the total current number of back door service? Section 8.6.5.1**
- 28.A. Please refer to Addendum No. 1, Question 15.
- 29.Q. -What is the annual fee Section 8.7.5**
- 29.A. Please refer to Addendum No. 1, Questions 5 and 19.
- 30.Q. The county can extend at its sole discretion to renew up to 12 months at the current rate. Will the county accept language that it must be agreed upon by both parties? Franchise Agreement Packet:v5.4 – C**
- 30.A. Please refer to this Addendum No. 3, Question 9.
- 31.Q. -Will the county accept language that the county can only expand the area and not subtract from the mandatory area? Franchise Agreement Packet: 6.2B**
- 31.A. Please refer to this Addendum No. 3, Question 10.
- 32.Q. -Will the county accept a post card mailed to the home? The way this is worded as “delivered” could denote hand delivery. Franchise Agreement Packet: 6.3-C/a**
- 32.A. Please refer to this Addendum No. 3, Question 11.
- 33.Q. -This section refers to soliciting customers in the subscription area. Will the county provide those lists of current customers as well as a list of total customers in the non-mandatory area. Franchise Agreement Packet: 6.3- C/8**
- 33.A. Please refer to this Addendum No. 3, Question 12.
- 34.Q. As these vehicles will be purchased for the contract, what is the process for the county to add recycling products to the collection contract? For example, these trucks will be designed for dual sort collection. If the County, then changes to single stream these trucks would be rendered obsolete. Franchise Agreement Packet: 7.1 E**



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- 34.A. Please refer to this Addendum No. 3, Question 13.
- 35.Q. **-This refers to permission given by the occupant or owner. Will the county accept a written agreement signed by the occupant stating they are allowing the contractor to collect? Franchise Agreement Packet: 14.1-A**
- 35.A. Please refer to this Addendum No. 3, Question 14.
- 36.Q. **-This section, the county would like the contractor to distribute county provided materials. As this could be an expense that is wildly different, can the county state exactly what is expected each year? Franchise Agreement Packet: 20.1- C**
- 36.A. Please refer to this Addendum No. 3, Questions 11 and 15.
- 37.Q. **-90 day suspension. -Will the county move the suspension to 60 days? As the hauler has already incurred cost, extending to 90 burdens undue cost. -Will the county allow the contractor to charge a reinstatement fee for bad pay? -Will the county allow the contractor to cut off services after 3 non pays for good or an extended amount of time? Franchise Agreement Packet: 28.6. SUSPENSION OF SERVICES**
- 37.A. Please refer to this Addendum No. 3, Question 16.
- 38.Q. **"Would the County consider accepting an industry standard annually renewable performance bond form in the amount of the annual contract cost, as is customary for jobs of this nature?" See sample below: PERFORMANCE BOND KNOW ALL MEN BY THESE PRESENTS, that we, , as Principal, and , a corporation duly organized under the laws of the state of and licensed to do business in the State of , as Surety, are held and firmly bound unto (Obligee), in the penal sum of (\$) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below. NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition: Notwithstanding the provisions of the Contract, the term of this bond shall apply from , , until , , and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. Sealed with our seals and dated this day of , . Section 7.33 Performance Bond**



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- 38.A. The County may consider this during negotiations. However, at this time this revision is not acceptable.
- 39.Q. **Section 21.1.E. – Would the County agree to make the temporary suspension of services automatic for safety reasons when a State of Emergency has been declared for a pending storm or when sustained winds above 30 MPH are in effect?**
- 39.A. Considering that States of Emergency may be declared many days in advance of a storm's impact or landfall, the County makes the decision to suspend services in real time. The County Landfill makes every effort to reopen as quickly as possible after a storm passes. At this time, the County does not agree to making the temporary suspension of services automatic.
- 40.Q. **Section 31.2A.1– Would the County agree to include 30-day period for the Contractor to cure (instead of 14) before County may terminate the contract?**
- 40.A. Not at this time, however, Contractor may be granted an extension of time to cure the default if it is not reasonably possible to comply within fourteen (14) calendar days.
- 41.Q. **Section 31.2B.1b- Would the County agree to change the 2-day notice period to resume work to 5 days?**
- 41.A. No, this section refers to abandoned performance by the Contractor. If the Contractor has abandoned performance, the County's responsibility is to reinstate service to customers as quickly as possible.
- 42.Q. **Section 31.3.A – Would the County agree to include the word “material” before “covenants, conditions, or requirements”?**
- 42.A. No.
- 43.Q. **Section 35.3.B -Would the County agree to provide notice to Contractor within 30 days of the event giving rise to the liquidated damages?**
- 43.A. No. If the liquidated damages are based on an accumulation of events over time, this would not be possible.
- 44.Q. **Section 36.1- Would the County agree to include language making clear that the amount of any payment withheld from the Contractor must bear a reasonable relationship to the reason for the withholding?**
- 44.A. Any payments withheld will only be per the guidelines specified within the contract.
- 45.Q. **Section 41.2 – Would the County agree to include language stating that if the parties cannot come to a good faith agreement, then either party may terminate the contract upon 180 days' notice to the other?**
- 45.A. No, however the County may consider a notice of three hundred sixty (360) days' notice. However, this will ultimately be determined during negotiations.
- 46.Q. **Due to the size and scope of this contract will the county please extend the RFP due date by a minimum of two weeks to August 19, 2024?**
- 46.A. This solicitation timeline has been revised, please refer to Addendum No. 1 and Addendum No. 2 for specific dates.



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47.Q. Will the county also accept an alternative bid response should it be submitted as supplemental to the original bid response?

47.A. No. Proposers must provide proposal information as requested in order to be considered.

48.Q. Please clarify Section D: 150,000-225,000 residential customers. The county does not have the stated number of serviceable units. Will the county accept references from out of state to show service capabilities?

48.A. Please refer to Addendum No. 1, Clarifications Item 2, and yes, out of state references are acceptable.

49.Q. Would the county consider evolving its curbside recycling service from manual dual stream to single stream automated services?

49.A. No.

50.Q. Performance Bond. The 50% performance bond is high. Although this is more of a business issue than a legal issue, you may want to submit a Question as follows: Will the County consider lowering the performance bond requirement?

50.A. Not at this time.

51.Q. Renewal of Contract. Section 7.17 of the RFP indicates that up to two 36-month renewals will be mutual, but Section 5.4B of the franchise agreement states that the County has the right to renew for up to one additional 36-month period. Please clarify the renewal term and who has the right to exercise it. i.e. unilateral or bilateral extension?

51.A. Please refer to Addendum No. 1, Clarification Item 1. Additionally, Section 5 Term, Subsection 5.4, Item B of Attachment A - Franchise_Agreement_(version 1) addresses that mutual, or bilateral, consent is required to exercise each renewal, excerpts provided below (emphasis added):

At the end of the initial term, the County shall have the right to renew this ***Agreement for one (1) additional thirty-six (36) month period, upon the mutual agreement of the parties*** expressed in writing twenty-four (24) months before the expiration of the current Franchise and subject to the conditions and Rates in this Contract.

At the end of the first renewal term (if any), ***the Parties may renew this Agreement for a second thirty-six (36) month renewal term, upon the mutual agreement of the parties*** expressed in writing twenty-four (24) months before the expiration of the first renewal period, subject to any conditions and Rates that are mutually acceptable and reflected in written Amendment.

52.Q. Default. Will the County consider making the termination for default provisions in Section 31 mutual so that Contractor has a right to terminate if the County defaults and fails to cure the default?

52.A. Not at this time, however the County reserves the right reconsider during negotiations.

53.Q. Additional Language. If a bidder would like the County to consider additional provisions in the contract, should those be included with the exceptions?

53.A. Yes, clarifications and exceptions should be stated in the Proposer's submission. Please refer to Section 11, Vendor Questionnaire of this Solicitation, Questions 3.1 and 3.2. The County reserves the right to reject any or all Proposals or parts thereof. Please refer to Sections 7.2, Instructions



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to Proposers, and 7.6, Proposal Evaluation Process of this Solicitation. Additionally, the County intends to negotiate, please refer to Section 7.6, Proposal Evaluation Process of this Solicitation.

54.Q. Will the county please provide the updated house count for the new mandatory area identified in the RFP?

54.A. Please refer to Addendum No. 1, Question 1 for housing counts.

55.Q. Due to the OPIS diesel component in the current contract CPI formula; the annual price adjustment has not been favorable in keeping up with inflationary cost of doing business throughout the life of the contract. Will the County amend the annual price adjustment formula by excluding the OPIS Diesel language to reflect only the Water Sewer Trash Index, or the Garbage and Trash Index or a fixed 5% annual price increase for the term of the contract?

55.A. No.

56.Q. Will the county allow an automatic annual price adjustment based on the chosen CPI index on each anniversary date of the contract?

56.A. No, Board approval is required for increases.

57.Q. Section 3-states "ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE", this Conflicts with 7.2(6) and 7.4(4). Please conform. This should be 180 days, whichever occurs first.

57.A. Yes, 180 days is correct. Please refer to Clarifications section of this Addendum No. 3, Item 4.

58.Q. Section 7.2(6) – As written, this section leaves the open the possibility that a proposal could remain open for a period much longer than 180 days if an award is not awarded within 180 days. As written, it could be an indefinite amount of time because it is also tied to the date of award. Please limit the amount of time a proposal remains open to just 180 days. (Also see 11(3.7))

58.A. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Please refer to Section 7.4, Instructions for Preparing Proposals, Requirements and Rules for Proposals, of this Solicitation.

59.Q. Section 7.4(4) – This section conflicts with 7.2(6), but is better for the proposer because it limits the pricing proposal to only remain valid for only 180 days due to the, "whichever occurs first" language. Please conform this section to 7.2(6) by adding this language to 7.2(6). (Also see 11(3.7))

59.A. Section 7.2, Instructions to Proposers, Item F (please note the numbering is alpha) will be updated per Clarifications Section in this Addendum No. 3, Item 5.

60.Q. Section 7.9(A)(1) - The Proposer is willing to provide reasonable indemnification to the County, but it should not be required to indemnify the County, regardless if the County is solely responsible, the County must be responsible for any part of its own (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law. "Sole" negligence in last sentence must be changed to "any." Please amend.

60.A. Please refer to amended language in the attached Franchise Agreement (version 2).



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- 61.Q. Section 7.9(2)(12) – As it could have a material impact on a premium and affect pricing offered to the County by proposer, the County should not have the right to unilaterally revise the policy limits. Please delete this provision.**
- 61.A. The County reserves the right to revise the policy limits, but the Vendor/Contractor may elect to negotiate pricing at the time.
- 62.Q. Section 8.1.1 – This section conflicts with Section 7.17. One section provides for two renewal periods and the other provides for one renewal period. Please clarify which is the correct renewal language. This also conflicts with Contract provision 5.4(B).**
- 62.A. Please refer to Addendum No. 1, Clarification Item 1.
- 63.Q. Section 8.7.4 – The safety equipment is standard to a fleet and should not be subject to adjustment by the County. Please Delete this requirement.**
- 63.A. The County is not amenable to deleting this requirement.
- 64.Q. Section 5.4(c) – Please clarify that the County may only the extension in this provision once during any term and not stack them in sequence. Additionally, please clarify if a CPI will be provided if one is due to be awarded during an extension.**
- 64.A. It is not the County's intent to stack renewals and extensions. The agreement describes a three (3), six (6), **or** twelve (12) month extension potentially occurring at the end of the initial term of the Franchise Agreement **and** at the end of any renewal term (emphasis added).
- The CPI requirements would remain the same and would apply during any extension period, if exercised.
- Please refer to this Addendum No. 3, Clarifications section, Item 1.
- 65.Q. Section 6.3(B) – Please amend this section such that any changes to the transition plan requested by the County must be in conjunction with discussions with the Contractor to determine feasibility.**
- 65.A. The County would discuss changes with the Contractor and consider the feasibility of all proposed changes.
- 66.Q. Section 6.3(C)(3) – What is the delivery method the County is proposing for the Commencement notices? Notice of Commencement are required to be hand delivered, mailed and published in the newspaper as specified in Sections 6.3(C) paragraphs 3-6.**
- 66.A. Please refer to this Addendum No. 3, Question 11 and Clarifications section Item 1.
- 67.Q. Section 7.1(E) – Any change in the collection of the materials collected it could have an effect on the collection volumes. Please provide that any change of materials must be in consultation with Contractor.**
- 67.A. In relation to Attachment A - Franchise_Agreement_(version 1), Section 7, Contractor's Specific Collection Services, Item 7.1(E), any change in the materials collected or the collection process that substantially alters the volume of material collected will be considered in consultation with the Contractor.
- 68.Q. Section 14.1 – Will special door service customers have given this permission to enter their property?**



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- 68.A. Door customers provide the location for the collection service. Written approval is not required, however please refer to this Addendum No. 3, Question 2.
- 69.Q. **Section 15.1(G) - Please add to this section, "Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment."**
- 69.A. The County is amenable to including this language.
- 70.Q. **Section 19.1(E)&(F) – Please add to this section that the County will be required to follow Contractor's security protocols including password and user name policies. Section 20.1 – Please provide the number of events subject to (A). Are (B) & (C) the same information distributions? For (D) what if the customer does not receive bills from the Contractor?**
- 70.A. Yes, the County does consent to the security protocols. The County will be required to follow Contractor's reasonable security protocols including password, user name and two-factor authentication policies.

As to Section 20.1, Public Notices and Education Services of Attachment A - - Franchise_Agreement_(version 1):

- Item A, during normal operations, this could be limited to four events per year. In the event of unusual or extraordinary circumstances, additional events may be required as needed to address community concerns.
- Items B and C, these are not the same. B is provided by the Contractor and C is provided by the County.
- Item D, The Contractor is only obligated to provide these notices to the customers they bill directly. Customers that receive electronic billing may receive the notices via electronic means.

- 71.Q. **Section 22.2(B) – The communications systems should not be subject to County approval as long as they serve the intended purpose. Please delete this County approval process.**
- 71.A. The County agrees to delete the last sentence. Please refer to this Addendum No. 3, Clarifications section, Item 1.
- 72.Q. **Section 22.7 – How much is the County's inspection fee?**
- 72.A. Please refer to Addendum No. 1, Question 5.
- 73.Q. **Section 23.7 - The County should not have a right to demand the removal of an employee and then exempt themselves from the potential liability for doing so. Please either delete this section or remove the waiver of liability.**
- 73.A. The requirement is only to remove the employee from working on the County contract, not from employment with the Contractor. Please see Clarifications section of this Addendum No. 3.
- 74.Q. **Section 28.9 – Please confirm that the first possible increase to the rates would be 2 years from the commencement date. Also, please add a provision that no adjustment under this Agreement will ever be negative, or below zero.**
- 74.A. Please refer to Addendum No. 1, Question 12.

For annual adjustments under section 28.9, the adjustment would not be negative or below zero. There are other provisions in the Contract for reducing rates under specific circumstances.



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- 75.Q. Section 28.12 – In the history of this business the expenses have never gone down, especially the wages paid to the employees. Please delete this onerous provision as it will have a tremendous impact on the overall contract.**
- 75.A.** This provision requires a public hearing and is limited to a Change in Law, a reduction in Collection costs, or an extraordinary event that warrants a reduction in the Rates. For historical reference, over the last thirteen years of the existing contract for these services there has not been a rate reduction.
- 76.Q. Section 30.1(B) – This needs to have a time provision added. Please amend to read that the County can only take this extraordinary step if the disruption lasts in excess of 7 days.**
- 76.A.** The County is amenable to three (3) calendar days. Please refer to this Addendum No. 3, Clarifications section, Item 1.
- 77.Q. Section 31.2 – Please expand the 14 days to 30 days.**
- 77.A.** Please refer to this Addendum No. 3, Question 40.
- 78.Q. Section 31.2(A)(2) – Please clarify that the call of the performance bond can only be for the amount in excess to what the County would have been required to expend with the Contractor if the Contractor had not been terminated.**
- 78.A.** No.
- 79.Q. Section 31.2(B) – Please add a clarification that this section is not related to a force majeure which are subject to a distinct provision.**
- 79.A.** Please see Section 30.1 (as amended) titled "No Liability for Delays or Nonperformance Due to Force Majeure Events".
- 80.Q. Section 31.4 & 33.1 – Please add a provision that any CPI which may come due during the extension period would be added to the then existing rate.**
- 80.A.** Please refer to this Addendum No. 3, Question 64.
- 81.Q. Section 35 - 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. 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 County may suffer. Please lower and revise to be in line with Florida law.**
- 81.A.** Please refer to Clarifications section in this Addendum No. 3, Item 1. Liquidated Damages as provided in Section 35.1, Prior to Commencement Date, may only be assessed if Contractor fails



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to commence collection services substantially in accordance with the Contract. The County is amenable to considering revisions during negotiations.

82.Q. Section 35.3 – Due to limitations with documentation, memory and other factors, please add a provision that the County must provide the notice of intent to assess liquidated damages to Contractor within 30 days of the occurrence of the event giving rise to the damages. Perhaps no later than 30 days after the close of the month in which they occurred.

82.A. Please refer to this Addendum No. 3, Question 43.

83.Q. Section 36.1 – Please better define this section to calculate what amount may be withheld from the Contractor and under what circumstances. “Unsatisfactory” and other language herein is too open ended and may lead to unintended consequences.

83.A. Please refer to this Addendum No. 3, Clarifications section, Item 1.

84.Q. Section 37.3(10) – As it could have a material impact on a premium and affect pricing offered to the County by proposer, the County should not have the right to unilaterally revise the policy limits. Please delete this provision.

84.A. No, the County reserves the right to revise or reject insurance requirements. However, Contractor may negotiate increased business costs per the terms of the Contract. Please refer to Section 28, General Billing and Payment Procedures, Subsection 28.11 Extraordinary Rate Adjustments

85.Q. Section 39.1 – Please permit delivery by nationally recognized express mail entities with signature required.

85.A. The County is amenable to this. Please refer to this Addendum No. 3, Clarifications section, Item 1.

86.Q. Section 40.1 & 40.2 - The Contractor should have the right to assign or transfer the contract to one of its subsidiaries or affiliates without the County’s approval, please consider changing the language as currently drafted. Additionally, please change the approval to be not unreasonably withheld.

86.A. Any assignment or transfer requires the County’s written consent. The County is amenable to including that such approval shall not be unreasonably withheld. Please refer to this Addendum No. 3, Clarifications section, Item 1.

87.Q. Section 41.2 – Contracts should never be permitted to be unilaterally changed by one party with all the power. Additionally, any contract amendments should not be able to be made by the Administrator, unless and until, the Board hears and passes the proposed amendment. As such please amend this section to me only by mutual agreement.

87.A. Please refer to this Addendum No. 3, Clarifications section, Item 1 for changes to this section.

88.Q. Section 47.9 – Please provide context and structure around this requirement. The County must specifically state what needs to be done and monitored. The Contractor must know what is required in order to proper plan and propose for the RFP.

88.A. Please refer to Addendum No. 1, Question 24.



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- 89.Q. Section 47.8(B) – The records should be limited to only this contract and should not be confidential or proprietary. Additionally, the County should give reasonable notice of inspection prior to arriving or requesting.**
- 89.A. This provision is already limited to “records concerning the Contractor’s services under the Contract”. Please refer to this Addendum No. 3, Clarifications section, Item 1 for changes to this section.

C. ADDITIONS

1. The following is hereby added to the Solicitation: Attachment E - Housing Counts Within Proposed Subdivisions August 2024.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer





ADDENDUM No. FOUR (4)
TO
THE CONTRACT DOCUMENTS
FOR
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. The solicitation timeline is hereby revised as follows:

Question Submission Deadline:	September 13 August 9, 2024, 5:00pm
Final Addendum Posting Deadline:	September 27 September 6, 2024, 5:00pm
Proposal Submission Deadline:	October 14 September 23, 2024, 10:00am
Consensus Evaluation Meeting (Written):	October 30 October 15, 2024, 9:00am To be provided at a later date.
Oral Presentations (as required):	November 13, 2024 October 29, 2024, 8:30am
Final Consensus Evaluation Meeting (as required):	November 13, 2024 October 29, 2024, 3:00pm To be provided at a later date, as required.

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

Cathy Tefft, 2024.09.06
Procurement Manager 16:50:21 -04'00'

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



PROCUREMENT DEPARTMENT

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ADDENDUM No. FIVE (5)

TO
THE CONTRACT DOCUMENTS
FOR
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. The solicitation timeline is hereby revised as follows:

Question Submission Deadline:	October 4 September 13 , 2024, 5:00pm
Final Addendum Posting Deadline:	October 18 September 27 , 2024, 5:00pm
Proposal Submission Deadline:	November 4 October 14 , 2024, 10:00am
Consensus Evaluation Meeting (Written):	December 5 October 30 , 2024, 9:00am To be provided at a later date.
Oral Presentations (as required):	December 19 November 13 , 2024, 8:30am
Final Consensus Evaluation Meeting (as required):	December 19 November 13 , 2024, 3:00pm To be provided at a later date, as required.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft,
Procurement Manager 2024.09.23
16:09:11 -04'00'

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



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ADDENDUM No. SIX (6)

TO
THE CONTRACT DOCUMENTS
FOR
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. The solicitation timeline is hereby revised as follows:

Question Submission Deadline:	December 6, 2024, 5:00pm
Final Addendum Posting Deadline:	December 30, 2024, 5:00pm
Proposal Submission Deadline:	January 16, 2025, 10:00am
Consensus Evaluation Meeting (Written):	February 4, 2025, 9:00am To be provided at a later date.
Oral Presentations (as required):	February 18, 2025, 8:30am
Final Consensus Evaluation Meeting (as required):	February 18, 2025, 3:00pm To be provided at a later date, as required.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft, 2024.10.18
Procurement Manager 12:53:59 -04'00'

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



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ADDENDUM No. SEVEN (7)

TO
THE CONTRACT DOCUMENTS
FOR THE
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. **PLEASE NOTE:** Prior housing count, dwelling unit count, and customer count information provided in prior Addenda are hereby amended via a new Attachment, Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.

2. **Section 1.3, Timeline, Proposal Submission Deadline of this Solicitation, in-person and Zoom® location details are updated as follows:**

Attend In-Person or Join Via Zoom

Location: Administrative Building, Large Conference Room, 15470 Flight Path Drive, Brooksville, FL, 34604

OR

Zoom Meeting:

<https://hernandoclerk.zoom.us/j/91886331588?pwd=x1WiG9yT2OooUEnmXxR2kjODzDv1vY.1&from=addon>

Meeting ID: 918 8633 1588

Passcode: 973339

One tap mobile

+13052241968,,91886331588#,,,973339# US

+13126266799,,91886331588#,,,973339# US (Chicago)

Dial by your location

• +1 305 224 1968 US



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- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 918 8633 1588

Passcode: 973339

Find your local number: <https://hernandoclerk.zoom.us/j/abbdF1XeQM>

3. **Section 7.33, Performance Bond, of this Solicitation is hereby amended as follows:**

"A Performance Bond issued in a sum equal to fifty (50%) percent of the **first year total awarded Contract amount, and in a sum equal to fifty percent (50%) of the annual Contract amount for each year thereafter delivered on or before January 1st of each year** by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract."

4. **Section 7.5, Proposal Format, of this Solicitation is hereby amended as follows:**

SECTION 2: OPERATIONS APPROACH (Submit a maximum of **sixteen eight pages** for this section.)

SECTION 3: CUSTOMER SERVICE APPROACH (Submit a maximum of **eight pages** for this section.)

Describe the approach to customer service including how incoming calls will be handled such as call center, local staff and what alternate methods of communication will be available to residents (email, text, website, app, etc.). Describe how the customer service approach will provide residents with a high level of service.

Describe the planned approach to handling escalated customer service issues.

Describe how the location of your company will benefit Hernando County residents. If the proposed location is not in Hernando County, discuss what steps will be taken to ensure that service to residents ~~is are~~ not compromised by the location. **Describe how the location of your company and project team may benefit the County as it specifically relates to the requested services.**

SECTION 7: ADDITIONAL SERVICES



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Please provide any additional services that will be offered to Hernando County customers outside the scope of this contract, including pricing, as well as rates for optional add-on services, upon customer's request and paid directly by customer to Vendor/Contractor. At a minimum, include pricing for the following:

<u>Description</u>	<u>Quantity</u>	<u>Unit of Measure</u>
Purchase and delivery of additional carts for trash collection	1	Each
Collection of extra bags or containers of trash by customer request	1	Each
Collection of additional bulk items exceeding the scope of the contract	1	Each
Collection of additional yard waste items exceeding the scope of the contract	1	Each
Monthly collection fee for additional trash carts	12	Month
Door collection service for non-qualified households (add-on premium)	12	Month

SECTION 10: LOCATION: ~~Describe how the location of your company and project team may benefit the County as it specifically relates to the requested services.~~

5. Section 7.6, Proposal Evaluation Process, of the Solicitation is hereby amended as follows:

- B. The Procurement ~~Selection Services Review~~ Committee (PSC) will evaluate written Proposals and assign a consensus score for each evaluation criteria based upon consensus scoring, with the exception of pricing which will be scored administratively utilizing a formula (refer to Section 9, Evaluation Phases). The score can be zero to the maximum value, as noted in *Section 9 Evaluation Phases*.
- I. Once the short list of Proposers has been prepared by the Committee, a Notice of Intent to Negotiate with the most qualified Proposer shall be posted to the County's eProcurement Portal. Upon approval by the Board of County Commissioners of the Intent to Negotiate, when such approval is required, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which that is fair, competitive and reasonable. Any Proposer exception, stipulation, counter-offer, requirement or other alternative term or condition shall be considered rejected unless specifically accepted in writing and thereafter incorporated into any resulting award pursuant to this Solicitation. The following is the anticipated negotiation schedule:

Anticipated Negotiation Schedule (subject to change)	
<u>Event</u>	<u>Schedule</u> (days after prior Event)
First individual negotiation held with Proposer.	
County submits revised Franchise Agreement terms and conditions, price, or both to Proposer.	14 to 28 days



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Proposer accepts revised Franchise Agreement terms and conditions, price, or both; or Proposer submits revised Franchise Agreement terms and conditions, price, or both to County.	7 to 14 days
Second individual negotiation held with Proposer, if needed.	7 to 14 days
County provides final Franchise Agreement terms and conditions, price, or both to Proposer for approval, pending Board approval.	14 to 28 days

6. Section 7.9.A. Indemnity, Safety and Insurance Provisions, Item 1, Indemnity of the Solicitation is hereby amended as follows:

1. ~~Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the County or any of its officers, agents, or employees, subject to Fla. Stat. s. 768.28(19).~~

1 Indemnity:

- a. The Contractor shall indemnify, hold harmless, and defend the County, its agents and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Contractor, its agents, sub-franchisee, assigns, heirs, and employees during performance under this Contract. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to the County on account of any insurance limits contained in any insurance policy procured or provided in connection with this Contract. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any sub-franchisee, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor or any sub-franchisee under workers' compensation acts, disability benefit acts or other employee benefit acts; provided, however, that neither the Contractor nor any of its Subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees, and provided further that, in cases of negligence on the part of both the County and the Contractor, its agents, sub-franchisee, assigns, heirs or employees during performance under this Contract, each party shall bear such portion of liabilities, losses, claims, damages, demands,



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or expenses as is proportional to the percentage of negligence attributable to each to the extent permitted by Florida law.

- b. The Contractor further agrees to indemnify and hold harmless the County, and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement or patent rights or copyrights held by others during or after completion of the work and shall defend all such claims in connection with any alleged infringement of such rights.
- c. The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which the subcontractor fully indemnifies the County in accordance with this Agreement.
- d. Contractor acknowledges that twenty-five dollars (\$25) paid by the County from the moneys payable to Contractor is separate and distinct consideration for the giving of this indemnity and hold harmless, and the Contractor acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Contractor, and that the County's entering into this Contract, in addition to the foregoing, shall constitute good and sufficient consideration.

7. Section 8, Scope of Work, of the Solicitation is hereby amended as follows:

8.2.1 This Request for Proposals is for curbside residential collection of solid waste twice per week, yard waste once per week, dual stream recycling once per week and bulk collection by request of customer.

8.3.2 The franchise will be limited to specific services and solid waste, as set forth within the solicitation and Franchise Agreement.

8.5.3.2 The universal service area is depicted in "Attachment B - Proposed Universal Expansion Areas 1-2 and Subdivisions ~~Proposed Collection Area W Options 1-2 10/20/2023~~" as all of the following: Current Universal Trash Pickup Area, Option Number 1, and Option Number 2, as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting.

8.5.3.3 The universal service area also includes the list of subdivisions as provided in "Attachment C - Number of Addresses Within Proposed Subdivisions August 2024 ~~Subdivision List Rev June 2024~~," as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting and the list of subdivisions may be modified at that time.

8. Section 9, Evaluation Phases, of the Solicitation is hereby amended as follows:

Phase 1 – Written Evaluation – Evaluation Criteria

Price and Services

The cost for services included in the Pricing Proposal Section of the Solicitation, considering the type and quantity of services offered.

NOTE: The maximum points assigned for pricing is twenty (20) points. The lowest cost pricing proposal will receive all twenty (20) points. The next lowest pricing will receive a portion of the twenty (20) points, and so on. For example, each pricing proposal will be evaluated by taking the lowest pricing proposal price and dividing it by the price of the pricing proposal being evaluated. The result is then multiplied by the weight of the price factor for the Price and Services score.

The formula, using examples, is:

Lowest Price = \$100.00 = \$100.00 = 20 points



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2nd Lowest Price = \$120.00 = \$100.00/\$120.00 = 0.833 x 20 points = 16.67 points

3rd Lowest Price = \$145.00 = \$100.00/\$145.00 = 0.689 x 20 points = 13.79 points

7. Additional Services

Additional services **and associated pricing** offered to customers outside the scope of this contract **and outside the services specified in the Pricing Proposal** ~~and the pricing.~~

Phase 2 – Oral Presentation (if required) – Evaluation Criteria

1. Presentation

The evaluation includes, at a minimum, the knowledge demonstrated, by the Proposer's team who attend the oral presentation or interview, their experience, teamwork and their conceptual ideas and approach to providing the Scope of Work. Consideration will be given for quality of the presentation.

~~1. Price and Services~~

~~The cost for services, considering the type and quantity of services offered~~

7. Additional Services

Additional services **and associated pricing** offered to customers outside the scope of this contract **and outside the services specified in the Pricing Proposal** ~~and the pricing.~~

9. Remove and Replace Section 10, Pricing Proposal with the following:

Instructions:

1. Complete the pricing table for each type of contractual service.
2. Refer to: Section 8.5. GENERAL REQUIREMENTS for a description of universal service area and subscription service area AND all relevant attachments in Section 12. ATTACHMENTS.
3. Bid amounts shall be for the anticipated **first year** of the contract and the following number of units:
Universal Service Area 68,000 dwelling units
Subscription Area 14,000 dwelling units
4. Note: Subsequent years pricing will be in accordance with the Franchise Agreement, Section 28. General Billing and Payment Procedures.
5. Door service must be offered at no additional charge to qualified customers as determined by County.

PRICING FOR UNIVERSAL AND SUBSCRIPTION SERVICE AREAS

Line Item	Description of Unit	Quantity	Unit of Measure	Unit Cost	Total
BASE RATES FOR UNIVERSAL SERVICE AREA PAID VIA NON-AD VALOREM TAX ASSESSMENT					
1	Collection of curbside trash twice per week in one franchisee provided roll cart per household	12	Month		
2	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month		
3	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month		
4	Collection of on-call bulk items up to four times per year per household; each collection may be seven items or one set	12	Month		

BASE RATES FOR SUBSCRIPTION AREA PAID BY CUSTOMER DIRECTLY TO VENDOR/SUBCONTRACTOR QUARTERLY



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5	Collection of curbside trash twice per week in one franchisee provided roll cart per household	12	Month		
6	Collection of yard waste once per week; up to 12 customer provided containers, bags or bundles per week	12	Month		
7	Collection of unlimited dual stream recycling once per week in two franchisee provided recycling bins (approximately 18 gallons each) plus customer provided like size containers	12	Month		
8	Collection of on-call bulk items up to four times per year per household; each collection may be seven items or one set	12	Month		
	Total				

10. Section 11, Vendor Questionnaire, Items 3.1 and 3.2 of the Solicitation are hereby amended as follows:

11.3.1. Does this Firm take any Exceptions to the Franchise Agreement?*

- ☐ Yes
- ☐ No

*Response required

11.3.2 If you selected "Yes" in the preceding "Exceptions" question, please upload any exceptions to this RFP.

Upload Here:

Vendors will be able to upload documents here.

11. References in the Solicitation to the evaluation committee are hereby amended as the Procurement Selection Committee, PSC, or Committee.

12. The following Attachments are hereby amended as follows:

Attachment A – **Remove and Replace** with Attachment A - Franchise Agreement (version 3);

Attachment B – **Remove and Replace** with Attachment B – Proposed Universal Expansion Areas 1-2 and Subdivisions; and,

Attachment C and Attachment E – **Remove both attachments and Replace** with one file: Attachment C - Number of Addresses Within Proposed Subdivisions August 2024.

13. The following provides a description of each Attachment to the Solicitation.

Attch.	TITLE	DESCRIPTION	STATUS
A	Franchise Agreement (version 3)	Sample agreement.	Revised
B	Proposed Universal Expansion Areas 1-2 and Subdivisions	Overview map depicting Expansion Areas 1 and 2 which would be two, new Universal Services Areas, pending Board approval, as well as select subdivisions proposed as additions to the Universal Service Area, pending Board approval. Subdivisions are subject to change.	Revised
C	Number of Addresses Within Proposed Subdivisions August 2024	A list of subdivisions within the current Subscription Service area, including the number of residential addresses as of Aug-	Revised



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		2024, and the number of future dwelling unit address projections as of Aug-2024.	
D	Tonnage for Residential Service	Describes the tonnage collected by truck and commodity type (trash, recycling and yard waste).	Same
E	Door Service Address List 8.14.24	A list of all properties receiving Door Service as of 8.14.24.	New
F	Cart Repair-Replacement 2022-2024 Monthly	A list of carts either replaced or repaired each month between Apr-2022 and Jun-2024.	New
G	Recycling Audit 2019	A sample of the Recycling Counts performed during the Oct.-2019 Recycling Audit.	New
H	All Residential Addresses August 2024	A list of residential addresses in Hernando County. Not all addresses are curbside customers. The addresses highlighted in yellow are in the currently existing Universal Service area. The remaining addresses are in the currently existing Subscription Area. The Universal Service area is pending a proposed expansion that may affect the number of addresses in each area.	New
I	Subdivisions for Expansion Overall and Detail Maps Aug 2024	All subdivisions that will be proposed to the Board to become part of the Universal Service Area. Subdivisions are depicted in map form with names of subdivisions, general location of each subdivision within the County, magnified street level location, and delineated property (or plot) lines. Currently, these subdivisions are part of the Subscription Service Area.	New
J	Customer and Dwelling Unit Count Data	Provided to demonstrate the methodology used in determining the customer counts provided in the Pricing Proposal. Additionally, provides information in response to proposer's questions about information sources and assumptions relating to counts data. All counts are estimates and subject to change.	New
K	Route Maps	All routes depicted on maps with route number, day(s) of weekly pick-up, type of waste collected, and street level representation of each route.	New



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C. QUESTIONS AND ANSWERS

- 1.Q. (a)-What is the total number of homes in the mandatory area?
(b)-What is the total number of homes in the subscription area?
(c)-Will we have access to current routes with current hauler?
(d)-Will we have access to the current billing in the subscription area?
(e)-In the subscription area, what is the estimated number, on a quarterly basis, of accounts that are in a suspended status?
(Section 7.1 Purpose 7 Overview)**
- 1.A.** (a) and (b) Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7. Please note: Attachment C provides the breakdown of existing units versus future proposed units in the proposed subdivisions.
(c) Yes, route information is attached to this Addendum No. 7.
(d) No.
(e) As to accounts in a suspended status, please refer to Addendum No. 1, Question 32.
- 2.Q. -What is the total number of homes in the mandatory area? -What is the total number of homes in the subscription area? -Will we have access to current routes with current hauler? -Will we have access to the current billing in the subscription area? -In the subscription area, what is the estimated number, on a quarterly basis, of accounts that are in a suspended status?
7.1 Purpose and Overview**
- 2.A.** Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 3.Q. Will the county please provide the new house count for the expanded areas 1 and 2?**
- 3.A.** Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 4.Q. Does the county recognize the increase in house counts for area 1 and area 2 will become serviceable homes without MSW carts and recycle bins. The awarded hauler will need to have carts and bins day one of the new contract. What are these unit increases?**
- 4.A.** Expansion Areas 1 and 2, as depicted in Attachment B, are currently in the Subscription Area. A portion of the dwelling units are existing customers (with carts and bins). Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 5.Q. How did the county calculate only 13,000 serviceable units in the non-mandatory area?**
- 5.A.** Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 6.Q. Can the County please clarify if the number of subscription units provided in the addendum are the total number of units that are eligible to subscribe or is this the number of currently subscribed customers. Depending on which numbers are provided through the Addendum, can the County please provide the remaining data (either maximum number of subscription units or number of currently subscribed units)?**
- 6.A.** Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.



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- 7.Q. Can the County please clarify what is the difference between the total number of units within the County (88,365) and the total number of universal and subscription units? (71,369)**
- 7.A.** Please refer to Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 8.Q. Proposal Format - Tab 3 - Section B: Operations Approach. Considering that there are 3 approaches to be considered (Universal Service Area, Subscription Service Area, and Entire County Universal Service Area), will the County please expand the page limit for this section to 8 pages per option? This will allow proposers to adequately describe the serviced being proposed.**
- 8.A.** This maximum page limit for this section will be expanded, please refer to Clarifications section of this Addendum No. 7. However, the evaluation will strictly concern the Universal and Subscription Service Areas together as both services will be offered under the Contract.
- Any other approach will not be evaluated and should not be submitted.
- 9.Q. What is the number of homes by subdivision on the subdivision list and are they included in the total count given to proposers?**
- 9.A.** The subdivision list containing both existing and planned subdivisions is provided as Attachment C - Number of Addresses Within Proposed Subdivisions August 2024. For planned subdivisions listed in the "Future Housing Projections" column, those homes do not currently exist and are not included in Attachment J - Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 10.Q. Are the subdivisions listed in attachment C all universal billing?**
- 10.A.** The subdivisions listed in Attachment C – Number of Addresses Within Proposed Subdivisions August 2024 are proposed for universal billing; however, not all subdivisions and homes can be known until the homes are actually built.
- 11.Q. Are the subdivisions listed in attachment C located throughout the County or just in the highlighted areas of the map on attachment B?**
- 11.A.** They are located throughout the County. Please refer to Attachment B - Proposed Universal Expansion Areas 1-2 and Subdivisions as amended via this Addendum No. 7.
- 12.Q. Indemnity. The indemnity provisions in the RFP (Section 7.9A1) and the contract (Section 37.1) are different. Which one will be the governing provision?**
- 12.A.** Please refer to Clarifications section in this Addendum No. 7.
- 13.Q. Will the county please provide the anticipated percentage of growth in the mandatory and nonmandatory areas and include the total allotted buildable units for the planned developments listed in the attachments?**
- 13.A.** The County does not have an exact anticipated percentage of growth, but can assume a two percent (2%) per annum population growth based on previous growth patterns for the County. Additionally, using discretion, proposers may refer to data from the Bureau of Economic and Business Research <https://bebr.ufl.edu/population/population-data/> for population data estimates, projections, and population studies.



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14.Q. Can the County please provide the list of addresses (in excel format) separated by universal and subscription (Section 7.1 Purpose and Overview)

14.A. Please see Attachment H – All Residential Addresses August 2024.

15.Q. Under the evaluation criteria how will the price and services section be determined? Is there a scaled formula to be used to determine proper distribution of points for this section?

15.A. Yes. Please refer to Clarifications section of this Addendum No.7.

16.Q. The electronic submittal section has individual boxes to submit Tab 1 Statement of Interest and Tab 2 Table of Contents , are we to combine Tab 3 Sections A - J into the box supplied at end of the section? If so, in Section A, Price and Services are we to include the Section 10 Pricing Proposal Forms that we are asked to fill in separately in the response? Please clarify how the County would like to see the Pricing Forms and Tab 3 in general with regard to submittal formatting. (7.5 Proposal Format)

16.A. Tab 3 shall consist of Sections 1 through 9 (previously numbered Sections A through I).

Do not resubmit the Pricing Proposal within Tab 3. Instead, Proposers are required to complete the Pricing Proposal, Section 10 of the Solicitation, and may choose to provide pricing for Tab 3, Section 7, Additional Services, in accordance with Section 7.5 Proposal Format of the Solicitation.

17.Q. Please verify how many door accounts there are currently

17.A. As to number of units that currently receive door service, refer to Attachment E – Door Service Address List 8.14.2024.

18.Q. Will there be an opportunity to submit an alternate bid option, if so how would the County like to see it formatted?

18.A. There will **not** be an opportunity to submit an alternate bid option.
As provided in **Section 7.5, Proposal Format of this Solicitation**, Proposers may submit Additional Value and Additional Services.

19.Q. Please clarify, if County was to Award to one or more Proposer - what would the most likely scenario be? In theory it could be by line of business, separate universal from the subscription, split County, etc. (7.6 K 6 Proposal Evaluation Process)

19.A. The County intends to award the Contract to one Proposer.

20.Q. Section 12.1. (B) NON-COLLECTION PROCEDURES: Would the County revise the language so that inspection of recycle bins is only necessary to the extent that the contents of the recycling bins are readily visible and show evidence of contaminated material?

20.A. Yes, the County is amenable to revising this section during negotiations. Drivers are not required to handle the recyclable items in the bin to determine if contamination is present. Drivers should observe the bin before collection for signs of contamination, which may include visual or olfactory evidence.



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- 21.Q. Please confirm if Bond is to be for 50% of the Annual value of the contract, with the Bond renewing annually.
(7.33 Performance Bond)**
- 21.A. Please refer to Clarifications section of this Addendum No. 7 for updated bond requirements.
- 22.Q. Door collection service for non-qualified households - how many are there currently? They are not listed to be priced for the universal service, correct?
(10 Pricing Proposal)**
- 22.A. As to number of units that currently receive door service, please refer to this Addendum No. 7, Question 36. There are not any non-qualified households. At this time, door service is only offered to qualified households who pay the same rate as others. Qualified door customers are included in the total estimated counts for the respective areas where they are located, either universal or subscription. Offering door service to non-qualified households is optional and would be an add on service that customers would pay directly to the Franchisee.
- 23.Q. Recycling Audits - Where will they be conducted and what will the process be?**
- 23.A. Please refer to Addendum No. 1, Question 24; and refer to Attachment G – Recycling Audit 2019.
- 24.Q. Please confirm that the Contractor is required to de-bag yard waste that is placed in plastic bags by customers.
(Franchise Agreement 7.1.D & 10.1.F)**
- 24.A. Yes, if Customers utilize plastic bags for Yard Waste, the Franchisee must de-bag the Yard Waste at Curbside and dispose of the plastic bags with Solid Waste.
- 25.Q. States recycling is currently voluntary - please confirm Contractor will receive payment for service regardless whether the customer participates or not.
(Franchise Agreement 7.1.E.4)**
- 25.A. Please refer to Addendum No. 3, Question 13. The full rate for Universal Service Area is guaranteed regardless of whether or not the customer utilizes the recycling services. Customers in Subscription Service Area which opt to utilize Franchisee's service, will pay the full rate for services whether or not they elect to recycle.
- 26.Q. Please confirm if the disposal or recycling sites change and it is further for the contractor to drive that adjustments shall be made to compensate contractors for the additional cost.
(Franchise Agreement 16.1.E)**
- 26.A. If the disposal or recycling sites were relocated outside of Hernando County, this would be subject to discussion and negotiation between the Contractor and Hernando County.
- 27.Q. Please confirm that disposal will not be the responsibility of the contractor for the universal and subscription services, with the exception of any commercial hand pickups that get included.
(Franchise Agreement 28.1.D)**
- 27.A. Please refer to Addendum No. 1, Question 10. The contractor is not responsible for residential disposal costs.
- 28.Q. Please clarify, will the contractor be eligible for a CPI rate increase January 1, 2027.**



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(Franchise Agreement 28.9.A)

28.A. Please refer to Addendum No. 1, Question 12 and Addendum No. 3, Question 74.

29.Q. **Could the County please eliminate the fuel component and work within the 5% cap on the WSTI for the annual CPI? The way it is structured now with the OPIS and cap structure the contractor is put at a disadvantage that they cannot recoup in future years on the fuel.**

(Franchise Agreement 28.9.D)

29.A. No.

30.Q. **How will the communities listed on the planned development list (CDDs HOAs) that are located in the nonmandatory area be billed? Will these customers be billed via non ad valorem assessment or by the hauler via hauler issued invoicing and collection?**

30.A. The subdivisions in Attachment C - Number of Addresses Within Proposed Subdivisions August 2024 to the Solicitation, are pending approval by the Board to be included in the universal area and billed via non-ad valorem assessment. Other subdivisions located in the subscription area shall be billed directly by the Franchisee or their agent.

31.Q. **Will the new customers in the expanded mandatory (or universal) area be added to the non ad valorem tax assessment?**

31.A. Yes, please refer to this Addendum No. 7, Question 30.

32.Q. **Will the county please provide the specific roadway boundaries for the new areas 1 and 2?**

32.A. The proposed legal description is as follows: All properties within the unincorporated area of Hernando County located from the point of beginning at the intersection of the western boundary of Hernando County and the southern boundary of Hernando County, then east along the southern boundary of Hernando County to U.S. Highway 41 (Broad Street), then north to Powell Road, then continuing further north along the City of Brooksville boundary to Fort Dade Avenue, then west along Fort Dade Avenue to U.S. Highway 50 (Cortez Boulevard), then west along U.S. Highway 50 (Cortez Boulevard) to US Highway 19 (Commercial Way), then north to the northern boundary of Section-Township-Range 35-22S-17E, then west along the northern boundary of 35-22S-17E, then north along the eastern boundary of 27-22S-17E, then west along the northern boundary of 27-22S-17E and 28-22S-17E, then north along the eastern boundary of 20-22S-17E, then west along the northern boundary of 20-22S-17E, then north along the eastern boundary of 18-22S-17E, then west along the northern boundary of 18-22S-17E, then north along the eastern boundary of 12-22S-16E to the western boundary of Hernando County, then continuing along the western boundary of Hernando County back to the point of beginning.

33.Q. **Will the county amend the price increase language to allow for an annual price increase based on inflationary pressures on year 2 vs waiting to year 3?**

33.A. No.

34.Q. **In order to properly budget the scope of these services, can the County please provide clarity as to when final approval for the expanded Universal Areas Options 1 and 2 as well as the Subdivision areas be expected to occur?**

34.A. The County is unable to provide an exact date when the approval may occur.

35.Q. **The addendum has stated that the performance bond will need to be for the total awarded contract amount to be consistent with the length of the initial term. Is the County willing to**



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consider a performance bond for the full value of 1 year of the contract to be renewed annually throughout the agreement?

35.A. Please refer to Clarifications section of this Addendum No. 7.

36.Q. Can the County please provide the addresses for the 746 door service units?

36.A. Yes, see Attachment E – Door Service Address List 8.14.2024. Please note, the 746 door service units, provided in Addendum No. 1, is based on January 2024 counts. The attached list is as of August 14, 2024, and such data provides for **801 door service units**.

37.Q. Tab 3 - Section D - Experience and Past Performance. In order to provide the necessary detail so that Hernando County may better understand the experience of our firm, would the County please expand the limit of this section to 15 pages?

37.A. No.

38.Q. In reading through the proposal format of the submission, it seems as though there is duplicated information requested in separate sections. For example, under Tab 3, Section C - the RFP states to "describe how the location of your company will benefit Hernando County Residents..." Then, under Section J: Location, it states "describe how the location of your company and project team may benefit the County..." Can the County please clarify as to what the difference would be for each section?

38.A. Please refer to Clarifications section of this Addendum No. 7 which removes the Location section and updates the Customer Service Approach section.

39.Q. How many carts are in the county inventory?

39.A. The County does not hold an inventory of carts. The carts are held by the incumbent until the end of the current Contract. The County is unable to confirm the number of carts that may be available for the new contract.

40.Q. How many missed pickups occurred in the past 3 months?

40.A. The number of missed pickups reported by the incumbent are as follows: May 2024 – 304, June 2024 – 271, and July 2024 – 365.

41.Q. Can the county provide the number of call-in requests for bulk pickup for the past 6 months?

41.A. See table provided below.

<u>BULK REQUESTS</u>	<u>TOTAL</u>
24-Feb	708
24-Mar	847
24-Apr	793
24-May	921
24-Jun	751
24-Jul	749

42.Q. Is there a date for when the expanded area will be approved for the subdivision list and options 1 and 2?

42.A. The County is unable to provide an exact date when the approval may occur.



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43.Q. What is the average daily calls incoming from residents?

43.A. We can provide the number of calls per month as shown below.

2024	Calls Offered
January	8,344
February	6,312
March	6,026
April	8,265
May	7,138
June	6,632
July	8,346

44.Q. Can you provide a map designating the subdivisions on the subdivision list?

44.A. Please see attached map of proposed subdivisions, Attachment B - Proposed Universal Expansion Areas 1-2 and Subdivisions, revised as of this Addendum No. 7. Subdivisions are subject to change.

45.Q. Can recycling and or yard waste be done on Saturday and is the recycling processing center open on Saturday?

45.A. Yes.

46.Q. Is the Franchisee required to distribute all new solid waste carts at the beginning of the agreement?

46.A. Please refer to Addendum No. 1, Questions 23 and 27.

47.Q. How many units have more than one cart?

47.A. There are approximately 1,109 dwelling units with more than one cart.

48.Q. Is there a limit to how many carts one residential unit may have?

48.A. No, but the County is open to negotiating this.

49.Q. Are all subscription collection units exclusive to the Franchisee?

49.A. Yes, all residential curbside service as described in the Franchise Agreement is exclusive to the Franchisee.

50.Q. On the Map from attachment B, there is a highlighted area that is not numbered. Can the County please describe the services required in that area?

50.A. Please review the revised Attachment B provided with this Addendum No. 7.

51.Q. In the revision of section 11.1 the County states that the Franchisee is not permitted to combine the waste streams. Will the Franchisee be allowed to use a split body truck to collect both Solid waste and Yard waste in the same truck but in different compartments?

51.A. No.

52.Q. Will the County please provide a current map of the collection days for solid waste, recycling, and yard waste?



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- 52.A. Please refer to Attachment K provided with this Addendum No. 7.
- 53.Q. As referenced in Addendum 1, Q & A #24 - can the County provide the results of the last recycling audit that was performed?**
- 53.A. This last occurred in 2019, refer to Attachment G – Recycling Audit 2019.
- 54.Q. Can the County please provide the current route maps used to service the residents?**
- 54.A. Please refer to Attachment K provided with this Addendum No. 7.
- 55.Q. We appreciate the tonnage tickets provided in Addendum 1, would it be possible to have this information provided in an excel format?**
- 55.A. This data in Attachment D – Tonnage for Residential Service was provided in a MS Excel format. The data may be copied.
- 56.Q. To increase efficiencies with regard to the special collection vehicles and labor associated with dual stream recycling collection, would the County allow haulers to mix the recyclable materials in the collection vehicles, if the current processing MRF will allow the County to deliver single stream on it's behalf?**
- 56.A. The County plans to remain a dual stream program; however, if the processing MRF accepts single stream, this can be negotiated. The processing MRF is subject to change during the term of this contract and so this cannot be guaranteed for the duration of the contract.
- 57.Q. The written evaluation of proposals state 20% will be based on Operations approach with details regarding how service will be provided to customers - In the proposal format, the proposers are asked to discuss 5 topics associated and the section is limited to 8 pages. Would the County consider adding additional pages to this section so proposers can fully discuss how they propose to provide the services requested in the RFP or does the County only want proposer to address the specific topics asked in this and subsequently each section? Please clarify.**
- 57.A. Please refer to Clarifications section of this Addendum No. 7.
- 58.Q. According to Addendum 1, pricing will need to assume that option 1 and 2 from the subscription area will be included within the universal area. The table within the Addendum shows 65,000 universal units and 13,000 subscription units for a total of 78,000 units. Can the County please confirm taht if the Board does not approve the changes to the universal area that the submitted pricing will be negotiated?**
- 58.A. Please refer to Section 7.6, Proposal Evaluation Process of this Solicitation, as amended.
- 59.Q. Addendum 1. Question 7. Can the County please confirm that the performance bond will be equal to the revenues of one year and it will be renewed annually? A performance bond in the amount of a 7 year contract will cause the rates to be increased dramatically for tax payers.**
- 59.A. Please refer to Clarifications section of this Addendum No. 7.
- 60.Q. Can the county please clarify the information included Attachment included in Attachment E - Housing Counts Within Proposed Subdivisions August 2024? The list provided includes the current customers served in the subscription area or the potential**



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subscribers? Additionally the file includes multiple pages in blank, is the file provided correct or exits missing information?

- 60.A. Please refer to Attachment J – Customer and Dwelling Unit Count Data provided in this Addendum No. 7.
- 61.Q. **Would the County reconsider an annually renewable performance bond? Otherwise if this bond needs to be prepared for the total contract cost awarded for the 7 years contract instead of 1 year, this specific is going to turn in a huge expense increase in the price proposal and consequently for the constituents.**
- 61.A. Please refer to Clarifications section of this Addendum No. 7.
- 62.Q. **Reviewing the Request for Qualifications prior to this RFP, in the q&a addendum the County provided that as of January 2023, there were 43,732 universal units and 25,578 subscription units (Total County family homes 89,165). In Addendum 1 of this RFP as of January 2024 there were 44,223 universal units and 27,146 subscription units and is requesting price for an estimated of 65,000 universal units and 13,000 subscription customers (Total County family homes 88,365). Consequently the requested price considers an increase of approximately 20,800 units in the universal price and a decrease of aproximately 14,000 subscription units that depends on the approval of the Board. Is the City willing to revist the prices provided if there's not a final approval as a consequence of the significant change of the units to be served?**
- 62.A. Should the Board not approve the expansion of the universal area, prices would be subject to negotiation.
- 63.Q. **(a) The requested price considers an increase of approximately 20,800 units in the universal price and a decrease of aproximately 14,000 subscription units that depends on the approval of the Board. The Attachment E - Housing Counts Within Proposed Subdivisions August 2024 contains 20,120 units, are these units the proposed subdivisions to be included in the current universal area? (b) The 13,000 subscribers considered for the subscription area are currently serviced by the current collection provider or is a potential number of customers? (c) Finally for the universal collection proposal, do we need to consider 78,000 units or 88,365 units?**
- 63.A. (a) Yes. Attachment E is replaced with the amended Attachment C via this Addendum No. 7. Please note: Attachment C provides the breakdown of existing units versus future proposed units in the **proposed** subdivisions.
(b) **Currently** each dwelling unit may opt in for service by the current collection provider.
(c) Please refer to clarifications made in this Addendum No. 7 to the Pricing Proposal. Final customers serviced by the successful bidder may vary.
- 64.Q. **The questionnaire submittal through the portal is submitted online. Is the questionnaire required to be submitted in the proposal? Is there a page limit?**
- 64.A. No. Please refer to Section 7.5, Proposal Format of the Solicitation, for page limits.

D. ADDITIONS

1. **The following Attachments are hereby added as follows:**
- Attachment E – Door Service Address List 8.14.24



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- Attachment F – Cart Repair-Replacement 2022-2024 Monthly
 - Attachment G – Recycling Audit 2019
 - Attachment H – All Residential Addresses August 2024
 - Attachment I – Subdivisions for Expansion Overall and Detail Maps Aug 2024
 - Attachment J - Customer and Dwelling Unit Count Data
 - Attachment K – Route Maps
2. **Vendor Questionnaire is hereby amended to add requirement for proposers to submit Anti-Human Trafficking Affidavit with each submission.**

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft,
Procurement
Manager

2024.11.25

12:59:48 -05'00'

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



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ADDENDUM No. EIGHT (8)

TO
THE CONTRACT DOCUMENTS
FOR THE

CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. **Section 7.3, Questions Regarding This RFP, of this Solicitation is hereby amended as follows:**

B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than **the Question Submission Deadline stated in Section 1.3, Timeline. 5:00 pm, NO VALUE** When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.

2. **Section 1.3, Timeline, of this Solicitation is hereby amended as follows:**

Proposal Submission Deadline:

January 16, 2025, 10:00am

Attend In-Person or Join Via Zoom

Location: **Administration** Administrative Building,
Large Conference Room, 15470 Flight Path Drive,
Brooksville, FL, 34604

Consensus Evaluation Meeting (Written):

February 4, 2025, 9:00am



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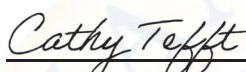
Hernando County Administration Building, Large
Conference Room, 15470 Flight Path Drive,
Brooksville, FL, 34604

~~To be provided at a later date.~~

B. QUESTIONS AND ANSWERS

- 1.Q. Due to the continued changes to the proposal submission date, will the County agree to move the contract start date to January 1, 2027?
- 1.A. Not at this time.
- 2.Q. Due to the recent and unprecedented hurricane events in the Tampa Bay area coupled with the end of year holiday schedules, will the county please extend the RFP due date from January 16, 2025 to March 6, 2025? The additional time will allow for a more thorough operational due diligence period and time for equipment supply chain stabilization.
- 2.A. Not at this time.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

 Procurement Manager
12/27/2024
For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



ADDENDUM No. NINE (9)
TO
THE CONTRACT DOCUMENTS
FOR THE
**CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES**
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. **Section 7, RFP INSTRUCTIONS, of this Solicitation is hereby amended to add Section 7.35 as follows:**

7.35 FOREIGN COUNTRIES OF CONCERN PURSUANT TO FLORIDA STATUTE 287.138

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE, Foreign Countries of Concern included in this solicitation. Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) to (c) above, if the contract would give such entity access to an individual's personal identifying information.

2. **Section 7.6, PROPOSAL EVALUATION PROCESS, of this Solicitation is hereby amended to add Item O., as follows:**

O. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible and may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.



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3. **Section 11, Vendor Questionnaire, of the Solicitation is hereby amended to add confirmation question pursuant to 287.138 F.S. (current edition) as follows:**

3.5. FOREIGN COUNTRIES OF CONCERN 287.138 F.S.*

287.138 F.S., (current edition), prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 2887.138, Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm
*Response required

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Telft, Procurement Manager

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



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ADDENDUM No. TEN (10)

TO
THE CONTRACT DOCUMENTS
FOR THE

CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions shown in **red** are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

1. Section 1.3, Timeline, of this Solicitation is hereby amended as follows:

Question Submission Deadline: **January 17, 2025**, ~~December 6, 2024~~, 5:00pm

Final Addendum Posting Deadline: **January 31, 2025**, ~~December 30, 2024~~, 5:00pm

Proposal Submission Deadline: **February 17, 2025**, ~~January 16, 2025~~, 10:00am

Consensus Evaluation Meeting (Written): **March 4** ~~February 4~~, 2025, 9:00am

Oral Presentations (as required): **March 26** ~~February 18~~, 2025, 8:30am

Final Consensus Evaluation Meeting
(as required): **March 26** ~~February 18~~, 2025, 3:00pm



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BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft Procurement Manager
For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer





PROCUREMENT DEPARTMENT

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ADDENDUM No. ELEVEN (11)

TO
THE CONTRACT DOCUMENTS
FOR THE

CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

- PLEASE NOTE:** Prior housing count, dwelling unit count, and customer count information provided in prior Addenda are hereby amended via a new Attachment, Attachment J - Customer and Dwelling Unit Count Data version 2 provided in this Addendum No. 11.
- Solicitation Timeline is hereby amended as follows, all other dates remain unchanged:**

Question Submission Deadline: January 31 47, 2025, 5:00pm

Final Addendum Posting Deadline: February 5 January 31, 2025, 5:00pm

Consensus Evaluation Meeting (Written): March 4, 2025, 9:00am
Hernando County Administration Building,
Large Conference Room, 15470 Flight Path
Drive, Brooksville, FL 34604
Location TBD

- Section 8, Scope of Work, of the Solicitation is hereby amended as follows:**
8.5.3.2 The universal service area is depicted in "Attachment B - Residential Addresses in Existing Universal Collection Area and Subscription Area" as all of the following: Current Universal Trash Pickup Area, Option Number 1, and Option Number 2, as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting.



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~~8.5.3.3 — The universal service area also includes the list of subdivisions as provided in "Attachment C – Number of Addresses Within Proposed Subdivisions August 2024," as tentatively approved by the BOCC at the November 28, 2023 meeting of the Board of County Commissioners. Final approval will be at a future Board of County Commissioners meeting and the list of subdivisions may be modified at that time.~~

4. Section 10, Pricing Proposal, is hereby amended as follows:

Instructions:

1. Complete the pricing table for each type of contractual service. *To the extent possible, the County desires independent rates for each area (Universal and Subscription). Each area should be considered exclusive of the other in providing pricing. The County intends to award the Contract to one Vendor/Contractor.*
2. Refer to: Section 8.5. GENERAL REQUIREMENTS for a description of universal service area and subscription service area AND all relevant attachments in Section 12. ATTACHMENTS.
3. Bid amounts shall be for the anticipated first year of the contract and the following number of units:
Universal Service Area ~~68,000~~ **45,138** dwelling units
Subscription Area ~~14,000~~ **29,645** dwelling units
4. Note: Subsequent years pricing will be in accordance with the Franchise Agreement, Section 28. General Billing and Payment Procedures.
5. Door service must be offered at no additional charge to qualified customers as determined by County.

5. Section 7, RFP Instructions, Subsection 7.5, Proposal Format, TAB 3 - Response Summary and Questionnaire Responses, is hereby amended as follows:

SECTION 7: ADDITIONAL SERVICES

Please provide any additional services that will be offered to Hernando County customers outside the scope of this contract, including pricing, as well as rates for optional add-on services, upon customer's request and paid directly by customer to Vendor/Contractor. At a minimum, include pricing for the following:

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



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6. The Franchise Agreement is hereby revised as follows:

Section 7.1, CONTRACTOR'S SPECIFIC COLLECTION SERVICES, Item C. Roll Carts, Add subitem 9:

9. Redelivery. If a Customer suspends service and requests that Franchisee remove Roll Cart for a pre-defined period of time and then requests Franchisee redeliver Roll Cart, upon redelivery of Roll Cart to the same Customer, Franchisee may charge customer for redelivery.

Section 28.1, GENERAL BILLING AND PAYMENT PROCEDURES, Item C, add subitems 1 and 2:

1. Subscription Service Area Customers may terminate services after the first three months of service or after any billing period thereafter without penalty.
2. Existing Subscription Service Area Customers who choose to cancel service and then re-start service or whose service is suspended and then restarted may be charged a redelivery fee.

Section 28.6, SUSPENSION OF SERVICES, add Item B:

- B. Franchisee may remove Roll Cart if service is discontinued or Customer may suspend service and request that Franchisee remove Roll Cart for a pre-defined period of time. Upon redelivery of Roll Cart to the same Customer, Franchisee may charge Customer for redelivery.

7. The following Attachments are hereby amended as follows:

Attachment A – **Remove and Replace** with Attachment A - Franchise Agreement (version 4);

Attachment B – **Remove and Replace** with Attachment B – Residential Addresses in Existing Universal Collection Area and Subscription Area;

Attachment C – **Remove** as it no longer applies;

Attachment I – **Remove** as it no longer applies; and,

Attachment J – **Remove and Replace** with Attachment J - Customer and Dwelling Unit Count Data version 2.

8. The following provides a description of the Attachments that have been updated via this Addendum No. 11 and replaces the attachment description table provided in prior Addenda.

Attch.	TITLE	DESCRIPTION	STATUS
A	Franchise Agreement (version 4)	Sample agreement.	Revised
B	Residential Addresses in Existing Universal Collection Area and Subscription Area	Overview map depicting Universal Service Area and Subscription Service Area.	Revised
C	Number of Addresses Within Proposed Subdivisions August 2024	Removed as it no longer applies.	Removed
D	Tonnage for Residential Service	Describes the tonnage collected by truck and commodity type (trash, recycling and yard waste).	Same
E	Door Service Address List 8.14.24	A list of all properties receiving Door Service as of 8.14.24.	Same



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F	Cart Repair-Replacement 2022-2024 Monthly	A list of carts either replaced or repaired each month between Apr-2022 and Jun-2024.	Same
G	Recycling Audit 2019	A sample of the Recycling Counts performed during the Oct.-2019 Recycling Audit.	Same
H	All Residential Addresses August 2024	A list of residential addresses in Hernando County. Not all addresses are curbside customers. The addresses highlighted in yellow are in the currently existing Universal Service area. The remaining addresses are in the currently existing Subscription Area. The Universal Service area is pending a proposed expansion that may affect the number of addresses in each area.	Same
I	Subdivisions for Expansion Overall and Detail Maps Aug 2024	Removed as it no longer applies.	Removed
J	Customer and Dwelling Unit Count Data Version 2	Provided to demonstrate the methodology used in determining the customer counts provided in the Pricing Proposal. Additionally, provides information in response to proposer's questions about information sources and assumptions relating to counts data. All counts are estimates and subject to change.	Revised
K	Route Maps	All routes depicted on maps with route number, day(s) of weekly pick-up, type of waste collected, and street level representation of each route.	Same

9. Attachment J is hereby amended as follows:

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Attachment J - Customer and Dwelling Unit Count Data version 2

Figures are estimates and subject to change.

Methodology

Calculations

Sub-table A

The incumbent provided counts as of ~~August 2024~~January 2025 of both current Universal Service customers and Subscription Service customers. Customers are those dwelling units receiving services from the incumbent.

**Incumbent's Customers
as of ~~Aug. 2024~~January 2025**

Service Area	Counts
Universal	44,378 <u>44,378</u> 45,138
Subscription	29,363 <u>29,363</u> 29,645
SUM TOTAL	73,741<u>73,741</u>74,783

Sub-table B

In ~~October 2023~~January 2025, the Property Appraiser's Office provided the dwelling unit counts in the presently defined Universal Service area and Subscription Service area. Essentially, these areas comprise the entire County, excluding those units within the City of Brooksville.

**Property Appraiser's Dwelling Units
as of ~~Oct. 2023~~January 2025**

Service Area	Counts
Universal	46,545 <u>46,545</u> 47,366
Subscription	41,820 <u>41,820</u> 42,516
SUM TOTAL	88,365<u>88,365</u>89,882

Sub-table C

~~A comparison of both counts, incumbent and Property Appraiser's Office, is provided along with the percentage difference between both sources' figures.~~

~~In order to present realistic estimates, the percentage of the difference was calculated (see 5% and 30%).~~

Comparison and Difference

Service Area	Property Appraiser	Incumbent	Difference (counts)	Difference (%)
Universal	46,545	44,378	2,167	5%
Subscription	41,820	29,363	12,457	30%

Sub-table D

These figures reflect the Property Appraiser's counts of the number of dwelling units in the proposed Areas One and Two, and Subdivisions.

As demonstrated in the comparison table (Sub-table C), there was a 5% difference between the Incumbent's and the Property Appraiser's counts. Therefore, in order to provide a conservative estimate total for the purposes of the Solicitation, a calculation of 95% is applied to reflect the 5% difference.

Estimated Customers in the Proposed Universal Expansion Areas One and Two, and Subdivisions

Proposed Areas	Dwelling Units		
Area One	5,531		
Area Two	5,739		
Subdivisions	13,672		
SUM TOTAL	24,942	* 95%	= 23,695

Sub-table E

The 23,695 is the County's estimate of the Proposed Universal Service Area (see Sub-table D above). The 44,378 is the actual number of customers in the current Universal Service Area (see Sub-table A above). Therefore, this Sum Total will be rounded to 68,000 and utilized in the Pricing Proposal of the Solicitation.

Estimated Customers in the Proposed Universal Service Areas

Area	Dwelling Units
Proposed Universal Service Area	23,695
Current Universal	44,378
SUM TOTAL	68,073

Sub-table F

The 88,365 is the County's estimate of total dwelling units in the entire County, excluding those units within the City of Brooksville (see Sub-table B above). The 68,073 is the County's estimated customers in the Proposed and Current Universal Service Areas (see Sub-table E above).

As demonstrated in the comparison table (Sub-table C), there was a 30% difference between the Incumbent's customers and the Property Appraiser's dwelling units. Therefore, in order to provide a conservative estimate for the purposes of the Solicitation, a calculation of 70% is applied to reflect the 30% difference.

This figure will be rounded to 14,000 and utilized in the Pricing Proposal of the Solicitation.

Estimated Dwelling Units in the Proposed Subscription Service Area

Total Current Dwelling Units	88,365		
Total Customers in Proposed Universal Service Area	68,073		
DIFFERENCE	20,292	* 70%	= 14,204



B QUESTIONS AND ANSWERS

- 1.Q. How will the communities listed on the planned development list (CDDs HOAs) that are located in the nonmandatory area be billed? Will these customers be billed via non ad valorem assessment or by the hauler via hauler issued invoicing and collection?**
- 1.A.** Residential dwelling units located in the subscription area shall be billed directly by the Franchisee or their agent.
- 2.Q. Will the new customers in the expanded mandatory (or universal) area be added to the non ad valorem tax assessment?**
- 2.A.** No, the Board of County Commissioners did NOT approve the proposed expansion of the universal area; therefore, these properties will remain in the subscription area and be billed by the Franchisee or their agent.
- 3.Q. Will the county please provide the specific roadway boundaries for the new areas 1 and 2?**
- 3.A.** The Board of County Commissioners did NOT approve the proposed expansion of the universal area; therefore, the boundaries no longer apply.
- 4.Q. In order to properly budget the scope of these services, can the County please provide clarity as to when final approval for the expanded Universal Areas Options 1 and 2 as well as the Subdivision areas be expected to occur?**
- 4.A.** The Board of County Commissioners considered the expansion at the meeting on January 14, 2025, and did NOT approve the proposed expansion of the universal area.
- 5.Q. According to Addendum 1, pricing will need to assume that option 1 and 2 from the subscription area will be included within the universal area. The table within the Addendum shows 65,000 universal units and 13,000 subscription units for a total of 78,000 units. Can the County please confirm that if the Board does not approve the changes to the universal area that the submitted pricing will be negotiated?**
- 5.A.** Please refer to Clarifications section of this Addendum No. 11.
- 6.Q. Can the county please clarify the information included Attachment included in Attachment E - Housing Counts Within Proposed Subdivisions August 2024? The list provided includes the current customers served in the subscription area or the potential subscribers? Additionally the file includes multiple pages in blank, is the file provided correct or exits missing information?**
- 6.A.** The Board of County Commissioners did NOT approve the proposed expansion of the universal area. Please see revised Attachment J Customer and Dwelling Unit Count Data Version 2 as provided in this Addendum No. 11.
- 7.Q. Reviewing the Request for Qualifications prior to this RFP, in the q&a addendum the County provided that as of January 2023, there were 43,732 universal units and 25,578 subscription units (Total County family homes 89,165). In Addendum 1 of this RFP as of January 2024 there were 44,223 universal units and 27,146 subscription units and is requesting price for an estimated of 65,000 universal units and 13,000 subscription customers (Total County family homes 88,365). Consequently the requested price considers an increase of approximately 20,800 units in the universal price and a decrease**



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of approximately 14,000 subscription units that depends on the approval of the Board. Is the City willing to revisit the prices provided if there's not a final approval as a consequence of the significant change of the units to be served?

- 7.A. The Board of County Commissioners did NOT approve the proposed expansion of the universal area; therefore, Proposers should submit pricing in accordance with this addendum.
- 8.Q. (a) The requested price considers an increase of approximately 20,800 units in the universal price and a decrease of approximately 14,000 subscription units that depends on the approval of the Board. The Attachment E - Housing Counts Within Proposed Subdivisions August 2024 contains 20,120 units, are these units the proposed subdivisions to be included in the current universal area? (b) The 13,000 subscribers considered for the subscription area are currently serviced by the current collection provider or is a potential number of customers? (c) Finally for the universal collection proposal, do we need to consider 78,000 units or 88,365 units?
- 8.A. The Board of County Commissioners did NOT approve the proposed expansion of the universal area; therefore, Proposers should submit pricing in accordance with this addendum.
- 9.Q. Due to the recent Commission vote to not expand the Universal service area, please advise on the anticipated house counts for the Universal and Subscription areas that the proposers should use as a baseline for the pricing form and for routing purposes.
- 9.A. Please refer to revised Attachment J Customer and Dwelling Unit Count Data Version 2 provided in this Addendum No. 11.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft Procurement Manager

For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer



ADDENDUM No. TWELVE (12)
TO
THE CONTRACT DOCUMENTS
FOR THE
CURBSIDE RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION
SERVICES
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 24-RFP00582/TPR

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CLARIFICATIONS

- 1. Attachment L - Residential Customers in Subscription Service Area February 2025 is hereby added.**
- 2. Remove and Replace Attachment H - All Residential Addresses August 2024 which serves to revise a portion of the text box, as follows, all other information remains unchanged:**

****Addresses subject to change****

This file contains a list of residential addresses in Hernando County. Not all addresses are curbside customers. The addresses highlighted in yellow are in the ~~currently-existing~~ Universal Service area as of August 2024. The remaining addresses are in the ~~currently-existing~~ Subscription Service Area as of August 2024. ~~The Universal Service area is pending an expansion that will affect the number of addresses in each area.~~

- 3. It should be noted: the number of units in Attachments H and L do not reflect the exact same number of units shown in Attachment J. The data is pulled from different sources and in different timeframes.**
- 4. The following provides a description of the Attachments that have been updated via this Addendum No. 12 and replaces the attachment description table provided in prior Addenda.**

Attch.	TITLE	DESCRIPTION	STATUS*
A	Franchise Agreement (version 4)	Sample agreement.	Same
B	Residential Addresses in Existing Universal Collection Area and Subscription Area	Overview map depicting Universal Service Area and Subscription Service Area.	Same



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C	Number of Addresses Within Proposed Subdivisions August 2024	Removed as it no longer applies.	Same
D	Tonnage for Residential Service	Describes the tonnage collected by truck and commodity type (trash, recycling and yard waste).	Same
E	Door Service Address List 8.14.24	A list of all properties receiving Door Service as of 8.14.24.	Same
F	Cart Repair-Replacement 2022-2024 Monthly	A list of carts either replaced or repaired each month between Apr-2022 and Jun-2024.	Same
G	Recycling Audit 2019	A sample of the Recycling Counts performed during the Oct.-2019 Recycling Audit.	Same
H	All Residential Addresses August 2024	A list of residential addresses in Hernando County. Not all addresses are curbside customers. The addresses highlighted in yellow are in the currently existing Universal Service area. The remaining addresses were in the currently existing Subscription Area as of August 2024.	Revised
I	Subdivisions for Expansion Overall and Detail Maps Aug 2024	Removed as it no longer applies.	Same
J	Customer and Dwelling Unit Count Data Version 2	Provided to demonstrate the methodology used in determining the customer counts provided in the Pricing Proposal. Additionally, provides information in response to proposer's questions about information sources and assumptions relating to counts data. All counts are estimates and subject to change.	Same
K	Route Maps	All routes depicted on maps with route number, day(s) of weekly pick-up, type of waste collected, and street level representation of each route.	Same
L	Residential Customers in Subscription Service Area February 2025	Provides residential addresses for active Customers in the Subscription Service Area as of February 2025.	Added

*The **"Same"** Status denotes documents have not been revised or updated since the prior Addendum.

B. QUESTIONS AND ANSWERS

1.Q. Due to the recent Commission vote to not expand the Universal service area, please advise on the anticipated house counts for the Universal and Subscription areas that the proposers should use as a baseline for the pricing form and for routing purposes.

1.A. Refer to Section 10, Pricing Proposal and the Instructions.



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- 2.Q. Addendum 11 and the updated attachment J state the current subscription area house count is 29,645. Per subtable B the total subscription area unit count is 42,516. Does the bid pricing submitted for the subscription area need to be inclusive of the total 42,516 serviceable units or pricing for only the 29,645 units? What house count number do bidders need to bid for the subscription area?**
- 2.A.** Pricing should be submitted pursuant to the Solicitation, including Section 10, Pricing Proposal and the Instructions, which state in part:
*"3. Bid amounts shall be for the anticipated **first year** of the contract and the following number of units:
Universal Service Area 45,138 dwelling units
Subscription Area 29,645 dwelling units."*
- 3.Q. Per subtable B in attachment J. The universal area house count is 47,366. Please confirm this is the house count bidders need to provide pricing for?**
- 3.A.** Refer to Answer 2.A. in this Addendum No. 12.
- 4.Q. Due addendum 11 and the short notice change for the house counts in the universal and subscription areas. Will the county please extend the bid due date to allow time for a recalibration of operational and capital expenditure due diligence?**
- 4.A.** No.
- 5.Q. Given that the submission date was extended one day prior to the previous one, proposers have already requested and received their bid bonds for the former unit counts. Due to these factors, the bid bond is now in a higher amount than the 5% as requested. Can the County please confirm that the submission of the original bid bond is acceptable as long as the total is higher than 5% of the annual contract amount?**
- 5.A.** A Bid Bond or Bid Guarantee is required pursuant to the Solicitation, including Sections 7.32. BID GUARANTEE/BID BOND, 7.34. Qualifications of Surety Companies, and Section 12. VENDOR QUESTIONNAIRE.
- 6.Q. Can the County please confirm the universal customer count? Currently there is a discrepancy between what the incumbent currently services (45,138) and the total units per the Property Appraiser (47,366). If this is correct, then can the County please provide clarification as to why the 2 counts are different?**
- 6.A.** Please refer to Attachment A - Franchise_Agreement_version_4 and utilize the definitions for *customer* and *dwelling unit*.
- 7.Q. With the BOCC recently voting against the expansion of the universal zone, can the County please clarify if they still wish to receive proposals that describe an all-universal option?**
- 7.A.** No. Proposals should be prepared pursuant to the Solicitation requirements, some of which includes sections: 7. RFP INSTRUCTIONS, 8. SCOPE OF WORK, 9. EVALUATION PHASES and 10. PRICING PROPOSAL.
- 8.Q. We understand that the number of current subscribers in the subscription area (29,645) will vary, but could the County denote these active subscription addresses on the the Attachment H - All Residential Addresses file? This will allow the proposers to accurately route these identified addresses and provide the best rates possible.**



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- 8.A. See Clarifications section of this Addendum No. 12 which provides a list of active Customers in the Subscription Service Area as of February 2025.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Cathy Tefft Procurement Manager
For: Carla Rossiter-Smith, MSM PMP
Chief Procurement Officer

