



## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

March 20, 2025

(Via U.S. Mail and Email: [Alatic@republicservices.com](mailto:Alatic@republicservices.com), [zachary.foster@quarles.com](mailto:zachary.foster@quarles.com),  
[chris.burden@quarles.com](mailto:chris.burden@quarles.com))

Adis Latic  
Republic Services of Florida, Limited Partnership  
General Manager  
5210 Linebaugh Ave.  
Tampa, FL 33624

**RE: CHIEF PROCUREMENT OFFICER'S ("CPO") INVESTIGATIVE SUMMARY AND DECISION  
Formal Protest 24-RFP00582 Curbside Residential Solid Waste and Recycling Collection  
Services**

On March 06, 2025, the undersigned CPO of Hernando County, received written your Notice of Protest for Solicitation No. 24-RFP00582/TPR (Exhibit 1), protesting the Notice of Intent to Negotiate and Award posted on March 4, 2025, naming Coastal Waste & Recycling Inc. as the high scorer in the solicitation (Exhibit 2).

On March 14, 2025, the undersigned received an e-mail communication with Republic's Formal Written Protest Petition from Mr. Zachary Foster ("the Protest"). (Exhibit 3).

In accordance with Hernando County Procurement Manual, Section 22, Page 51, "The Chief Procurement Officer shall, within ten (10) calendar days of receipt of the formal written protest, cause the protest to be investigated, render a written Investigative Summary and Decision ("the Decision") on the protest. ... Upon receipt of a timely formal written protest, the County shall suspend the solicitation or contract award process until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interest of the County." Accordingly, the contract award process is temporarily suspended.

The undersigned has read and given all issues raised in the Protest careful and deliberate consideration and finds as follows:

### **CPO Evaluation of the Protest:**

The Protest, states:

Hernando County's "...Notice of Intent does not further the policies of the County to procure contracts in a manner that provides fair and open competition for all respondents and based upon the published evaluation criteria." Republic asserts that "...the Committee erroneously scored Republic Services' bid" in four of the eight evaluation criteria including: Transition Plan, Experience and Past Performance, Qualification and Capabilities, and Customer Service Approach. Page 9 of the formal written protest states "Specifically, the Committee's Notice of Intent and Consensus Scoring demonstrate that (1) the Committee's scoring was not conducted in a rational manner; (2) the Committee did not evaluate the

proposals in accordance with the criteria published in the RFP or impermissibly based its evaluation on undisclosed criteria; (3) the Committee's evaluators did not have the requisite knowledge and experience, or were otherwise unqualified, to fairly evaluate the proposals; and (4) the Department's procurement was fundamentally flawed."

The Protest also includes on page 10 a list (a through j), which Republic refers to as "disputed issues of material fact".

### **CPO Investigation and Findings**

The Protest alleges no facts to support any of the aforementioned assertions. Instead, the Protest provided only conclusory statements. Thus, there is no factual basis to conclude that the Committee's evaluation and scoring was arbitrary and capricious, was done in an irrational manner, was based on unpublished evaluation criteria, that the evaluators were unqualified, or that the procurement process was flawed in any way.

As it relates to the disputed issues of material fact alleged in the Protest, the undersigned finds that this list does not represent facts. Instead, it is a list of questions to which no evidence was offered to support an affirmative answer to any of the questions.

The undersigned finds that, although Republic may disagree with the Committee's consensus score on four of the eight evaluation criteria, a public entity has wide discretion in accepting bids for public services, "and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous and even if reasonable persons may disagree." *Liberty Cnty. v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d SOS, 507 (Fla. 1982){citing *Culpepper v. Moore*, 40 So. 2d 366, 371 (Fla. 1949)}. Therefore, it is improper to substitute another's judgment for that of the Committee and revise the evaluation and scoring.

It is therefore the decision of the undersigned CPO to take no action on the Protest.

***Please take notice that if you desire to oppose the Chief Procurement Officer's investigative Summary and Decision ("the Decision"), you must submit a written request for an informal proceeding or a formal proceeding to the Chief Procurement Officer by email and regular U.S. mail. Your request must indicate whether you are requesting an informal proceeding or a formal proceeding. (A formal proceeding is appropriate if your protest involves questions of material fact; otherwise, an informal proceeding is appropriate. It is incumbent upon you and your attorney, if applicable, to determine whether your protest involves questions of material fact.)***

***Your request must be received by the Chief Procurement Officer within ten (10) calendar days of the date of the Decision. You must send a copy of your request to any other affected persons. Failure to deliver your request within ten (10) calendar days of the date of the Decision shall constitute a waiver of both an informal proceeding and formal proceeding, and shall cause the County to: (i) deem your protest resolved; and (ii) resume the solicitation or contract award process upon which your protest was based.***

***Your request must contain the following information:***

- (a) The procurement solicitation title and number.***
- (b) Your name, email address, mailing address and phone number.***
- (c) Your contact person's name, email address, mailing address and phone number.***
- (d) If applicable, your attorney's name, email address, mailing address and phone number.***
- (e) A statement that clearly communicates that you are formally opposing the Decision.***
- (f) Clear and concise statements indicating the grounds and evidence on which the opposition to the Decision is based, including, but not limited to, facts, rules, regulations, laws and statutes and all supporting documents. New issues or evidence not previously set forth in the written protest that reasonably could have been raised when the protest was initially submitted shall not be considered.***
- (g) A copy of the Decision being opposed.***
- (h) The names, email and mailing addresses of any other affected persons.***
- (i) The dated signature of your authorized agent.***

***If you request an informal proceeding, such proceeding will be heard by the County Administrator or his or her designee at a convenient time and location. The County Administrator will send to you and your attorney, if applicable, and any other affected persons, by email and regular U.S. mail, written notice of the time and place of the informal proceeding, and will arrange for the proceeding to be recorded. At the proceeding, you and your attorney, if applicable, and any other affected persons, may present written or oral evidence or a written statement, challenging or supporting this Decision. Statements and evidence from the general public will not be permitted. The procedures detailed in § 120.57(2), Fla. Stat., will be followed.***

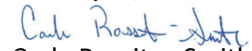
***Within seven (7) calendar days of the informal proceeding, the County Administrator will send to you and your attorney, if applicable, and the Chief Procurement Officer and any other affected persons, by email or regular U.S. mail, the County Administrator's recommendation to overrule or sustain your opposition to the Decision, which recommendation will include instructions for appealing the recommendation. You and any other affected persons will have seven (7) calendar days from the date of the County Administrator's recommendation to submit a written appeal of recommendation. Failure to submit a written appeal of the recommendation within seven (7) calendar days shall constitute a waiver of appeal, and the County Administrator's recommendation will be deemed the County's final decision on your protest.***

***If your request is for a formal proceeding, such proceeding will be heard by a Special Master or Hearing Officer, de novo, within fifteen (15) calendar days of the date your request is received, or as soon thereafter as possible. The County Attorney's Office will send to you and your attorney, if applicable, by email and regular U.S. mail, written notice of the time and place of the formal proceeding, and will arrange for the proceeding to be recorded. At the formal proceeding, you and your attorney, if applicable, the County, and any other affected persons, may present testimony, evidence, and legal argument, pertaining to your formal protest. Statements and evidence from the general public may be permitted at the discretion of the Special Master. The procedures detailed in §§ 120.57(1)(b), (c) and (f), Fla. Stat., will be followed.***

***The Special Master shall submit its written recommendation to the Board of County Commissioners, you and your attorney, if applicable, the County, and any other affected persons, by email and regular***

***U.S. mail, within fifteen (15) days of the formal proceeding, or as soon thereafter as possible. The Special Master's recommendation will include instructions for appealing the recommendation. You and any other affected persons will have seven (7) calendar days from the date of the Special Master's recommendation to submit a written appeal of the Special Master's recommendation. Failure to submit a written appeal to the recommendation within seven (7) calendar days shall constitute a waiver of appeal, and the Special Master's recommendation will be deemed the County's final decision on your protest***

Thank you,



Carla Rossiter-Smith, MSM PMP GPC

Chief Procurement Officer

[Crossiter-smith@co.hernando.fl.us](mailto:Crossiter-smith@co.hernando.fl.us)

(352) 540-6544

attchs: Exhibit 1, Exhibit 2, and Exhibit 3

cc: Zachary Quarles, Esq.

Christian Burden, Esq.

John Casagrande, Sr. V.P., Coastal Waste and Recycling, Inc.

Toni Brady, Deputy County Administrator

Melissa A. Tartaglia, Assistant County Attorney





Exhibit 1

Via Hand-Delivery  
Carla Rossiter-Smith  
Chief Procurement Officer  
Hernando County Purchasing Department  
15470 Flight Path Dr.  
Brookside, FL 34604

Re: Notice of Protest for Solicitation No. RFP 24-RFP00582/TPR, Solicitation Title: Curbside Residential Solid Waste and Recycling Collection Services

Dear Ms. Rossiter-Smith,

On behalf of Republic Services of Florida, Limited Partnership ("Republic Services"), we would like to thank the Hernando County Board of County Commissioners and the Hernando County residents for their partnership with Republic Services over the past 12 years. Through our shared efforts, we have built a partnership that is highly valued and important to us as we deliver excellent services to the community. We have invested over \$22 million dollars in current assets, this number excludes what we have replaced over the life of the contract, and have provided exceptional incomes to our 135 employees, 65 (48%) of which are residents of the county. We were looking forward to continuing to build and improve our program with you for many years to come.

On Tuesday, March 4<sup>th</sup> at 9:00am we attended the County RFP Consensus Evaluation meeting where we learned that a shortlist had been determined placing Coastal Waste in the first position and Republic Services in the second. After hearing comments from the Procurement Selection Committee ("PSM") and viewing the information that was shared, we are concerned that elements of our proposal may have been undervalued and/or overlooked resulting in an unfair miscalculation.

Pursuant to section 120.57(3), Florida Statutes, Chapter 28-110 and rule 28-110.003, Florida Administrative Code, please accept this Notice of Protest in relation to Solicitation Number 24-RFP00582/TPR and Title Curbside Residential Solid Waste and Recycling Collection Services ("RFP") and the related Notice of Intent to Negotiate and Award by Procurement Selection Committee ("Notice of Intent"), including the PSM's scoring and ranking of the proposals and the PSM's intent to negotiate a contract and award the RFP to Coastal Waste & Recycling, Inc. ("Coastal").

This notice is being filed within 72 hours of the posting of the Notice of Intent on the County's eProcurement Portal on March 4, 2025, at 3:54 PM. Republic Services reserves the right to file a formal written protest within ten days of the filing of this notice pursuant to section 120.57(3), Florida Statutes. This Notice is being filed to, among other matters, preserve Republic Services' ability to initiate or intervene in proceedings that may impact that scoring, ranking and funding determination for the RFP. Pursuant to Hernando County Procurement Manual, Section 22, Republic Services has simultaneously mailed a copy of this notice to Coastal at 4950 Communication Avenue, Suite 920, Boca Raton, FL 33431.

Also enclosed is a Protest Bond in the amount of \$13,000 representing Republic Services' legal interest as required under Hernando County Procurement Manual, Section 22. Section 22 requires a bond "equal 1 percent of the lowest bid submitted or \$5,000, whichever is greater." Republic Services lacks sufficient information to determine "1 percent of the lowest bid submitted" and asks that you provide that information to the extent you believe Republic Services' bond obligations exceed the amount of the enclosed bond. We have estimated the

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3-06-25  
CLS





obligation not to exceed \$13,000; however, we will make appropriate adjustments as more information becomes available.

We are submitting this protest to secure the opportunity to discuss critical points of consideration that may have been overlooked by the PSM as follows:

1. The Hernando County Procurement Manual states: firms that qualify for the shortlist will be asked to discuss the RFP and may be asked to present oral presentations to the selection committee. We have not been invited to discuss the RFP or perform oral presentations. The publicly advertised meeting that was scheduled for oral presentations on March 26, 2025 was abruptly cancelled with no explanation and no opportunity for further discussion.
2. The written evaluation criteria are stated in the RFP; however, the scientific method of determining the points earned in each category is not clear. As the incumbent and current provider of the services, we have concerns about how we were compared to other bidders. Please consider the following:
  - a. Transition Plan – In this section, bidders were given the opportunity to share their plan to transition the old service to the new. Republic Services is the incumbent and is currently providing the services described in the RFP. Moving forward with Republic Services would not require a transition. We should have received the top score in this category rather than the lowest. It is unreasonable to conclude that the company who is already in place, would do a lesser job of implementation than any other bidder.
  - b. Customer Service Approach – We provided all the requested information in this section. With the additional technologies that we are offering, our communications abilities with residents are significantly improved. It seems unreasonable for us to receive the lowest score in this category.
  - c. Experience and Past Performance – We are the second largest waste collection company in America. We have 1,000 operating locations running 17,000 trucks daily to over 13 million customers nationwide. As the incumbent, we currently provide services to Hernando County with a dependability of greater than 99%. It is not reasonable for us to receive the lowest rating in this category.

Thank you again for the opportunity to provide a critically important service to the residents of Hernando County. We hope we can meet soon to discuss our proposal and the many ways that we are elevating our service delivery to the community. In the meantime, if you have any immediate questions please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adis Latic", with a stylized flourish at the end.

Adis Latic – General Manager  
5210 Linebaugh Ave  
Tampa, FL 33624  
Fax: (813) 961-3534  
Phone: (813) 265-0292  
Email: [Alatic@republicservices.com](mailto:Alatic@republicservices.com)



CC:

VIA FIRST CLASS MAIL (4950 COMMUNICATION AVENUE, SUITE 920 BOCA RATON, FL  
33431) COASTAL WASTE & RECYCLING, INC.

Rec'd 3-06-25  
~~3-20-25~~  
CRS



## Bid Protest Bond

Bond No. 016244662

KNOW ALL PERSONS BY THESE PRESENTS:

That Republic Services of Florida, Limited Partnership, a corporation organized and existing under the laws of the State of Delaware and having their principal place of business at 8608 Arcola Ave., Hudson, FL 34667-3637

Liberty Mutual Insurance Company as PRINCIPAL, and Liberty Mutual Insurance Company, a SURETY company, organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Florida whose principal place of business is 175 Berkeley St., Boston, MA 02116

Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the Board of County Commissioners, Hernando County, FL

Liberty Mutual Insurance Company as OBLIGEE, in the amount of Thirteen Thousand and 00/100 Dollars Dollars ( \$ 13,000.00 -- ) for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representative, successors and assigns, jointly and severally.

This bond is issued under the provisions of paragraph 287.04292 (c), Florida Statutes. The above-named principal has initiated an administrative protest regarding the OBLIGEE'S decision or intended decision pertaining to Curbside Residential Solid Waste and Recycling Collection Services 24-RFP00582/TPR. Said protest is conditioned upon the posting of a bond at the time of filing the formal written protest.

Now, therefore, the condition of this bond is that if the PRINCIPAL, after the administrative hearing process and/or any appellate court proceedings regarding the protest, shall satisfy all costs and charges allowed by final order and/or judgment, and interest thereon, in the event the OBLIGEE prevails, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The Obligor may bring an action in a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorneys' fees.

Holly E. Ulfers  
Attest: Holly E. Ulfers, Attorney-in-Fact

Anett Cardinale  
Licensed Florida Resident Agent  
Anett Cardinale

Republic Services of Florida, Limited Partnership  
(Principal)

By: Kathleen M. Mitchell (Seal)  
Kathleen M. Mitchell, Attorney-in-Fact

Liberty Mutual Insurance Company  
(Surety)

By: Amber Engel (Seal)  
Amber Engel, Attorney-in-fact

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3-06-25





**REPUBLIC  
SERVICES**

### POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Amber Engel, Jamie Armfield, Holly E. Ulfers, Tatiana Gefer, Laura Kovarik or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 5<sup>th</sup> day of February, 2025 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Adrienne W. Wilhoit.

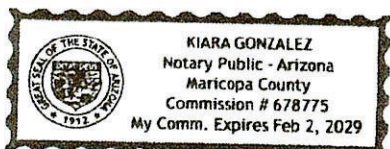
REPUBLIC SERVICES, INC.,  
a Delaware corporation

  
Adrienne W. Wilhoit

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 5<sup>th</sup> day of February, 2025 by Kiara Gonzalez, Notary Public.



  
Notary Public

### CERTIFICATE

I, the undersigned, John B. Nickerson, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 6<sup>th</sup> day of March, 2025 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, John B. Nickerson.

  
John B. Nickerson

REV'D  
3-6-25  
CKS





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel all of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Republic Services of Florida, Limited Partnership  
Board of County Commissioners, Hernando County, FL

Obligee Name:

Surety Bond Number: 016244662

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2025



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2025



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Rev'd  
3-6-25  
CAS

For bond and/or Power of Attorney (POA) verification inquiries,  
please call 610-832-8240 or email HOSUR@libertymutual.com.



County of Hernando

## Procurement Department

Carla Rossiter-Smith, Chief Procurement Officer

15470 Flight Path Drive, Brooksville, FL 34604

(352) 754-4020

### NOTICE OF INTENT TO NEGOTIATE AND AWARD

RFP No. 24-RFP00582/TPR

### Curbside Residential Solid Waste and Recycling Collection Services

RESPONSE DEADLINE: February 17, 2025, at 10:00 am

**DATE:** March 4, 2025

**TO:** All Interested Parties

The Procurement Selection Committee (Committee) reviewed and evaluated the responsive Proposals received for the above noted Request for Proposals (RFP) and determined short listed firms. Firms are listed in order of highest to lowest based upon the Committee scoring and ranking:

1. Coastal Waste & Recycling, Inc.
2. Republic Services of Florida, Limited Partnership
3. Waste Pro of Florida Inc.

Pursuant to the RFP, Section 7.6, PROPOSAL EVALUATION PROCESS, it is the intent of Hernando County to negotiate a Contract with most qualified Proposer. Should negotiations with the highest ranked Proposer not be satisfactory, the County will then begin negotiations with the next most qualified Proposer, and so on until a satisfactory Contract is negotiated 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. The tentative date for this recommendation for award to be heard by the Board of County Commissioners is contingent upon successful negotiations and upon availability such date will be posted to the Board of County Commissioners Meeting Agenda webpage found at: <https://hernandocountyfl.legistar.com/Calendar.aspx>.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at: <http://www.hernandocounty.us/home/showpublisheddocument/9013>.

Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

NOTICE OF INTENT TO NEGOTIATE AND AWARD

RFP No. 24-RFP00582/TPR

Curbside Residential Solid Waste and Recycling Collection Services



NOTICE OF INTENT TO NEGOTIATE AND AWARD

RFP No. 24-RFP00582/TPR

Curbside Residential Solid Waste and Recycling Collection Services

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

 Procurement Manager

For: Carla Rossiter-Smith, MSM, PMP

Chief Procurement Officer

**COUNTY OF HERNANDO  
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY PURCHASING DEPARTMENT  
PROCUREMENT SELECTION COMMITTEE**

REPUBLIC SERVICES OF FLORIDA  
LIMITED PARTNERSHIP

Petitioner,

v.

**RFP No. 24-RFP00582/TPR**

HERNANDO COUNTY,  
BOARD OF COUNTY COMMISSIONERS,  
PURCHASING DEPARTMENT,  
PROCUREMENT SELECTION  
COMMITTEE

Respondent.

\_\_\_\_\_ /

**FORMAL WRITTEN PROTEST PETITION**

Petitioner, Republic Services of Florida, Limited Partnership (“Republic Services”), pursuant to section 120.57, Florida Statutes, and chapter 28-110, Florida Administrative Code, files this formal written protest with respect to Solicitation Number 24-RFP00582/TPR and Title Curbside Residential Solid Waste and Recycling Collection Services (“RFP”) and the related Notice of Intent to Negotiate and Award by Procurement Selection Committee (“Notice of Intent”), issued by Respondent, Hernando County (the “County”), the Board of County Commissioners, the County Purchasing Department, the County Procurement Selection Committee (the “Committee”).

## **I. Summary of Protest**

On July 1, 2024, the County published the RFP, which solicited bids to the most qualified entities or businesses who were pre-qualified under Solicitation No. 23-PQ00289/IR to enter a seven-year exclusive franchise beginning on January 1, 2026, to provide various residential waste collection and related services to unincorporated Hernando County. A copy of the RFP is attached hereto as **Exhibit A**. On March 4, 2025, the Committee issued a Notice of Intent to Negotiate and Award (the “Notice of Intent”) wherein the Committee provided a short list of firms, ranked those firms highest to lowest based on the Committee’s scoring of the firm’s proposals, and stated it intended to enter into negotiations with and award the RFP to Coastal Waste & Recycling, Inc. (“Coastal”). A copy of the Notice of Intent is attached hereto as **Exhibit B**. On March 6, 2025, Republic Services filed its Notice of Protest and submitted its protest bond the following day. True and correct copies of the Notice of Protest and protest bond are attached hereto as **Composite Exhibit C**.

Republic Services had provided exceptional services to the County for the past twelve years and does not wish to be in a position of having to protest the Committee’s procurement and Notice of Intent. However, the Notice of Intent does not further the policies of the County to procure contracts in a manner that provides fair and open competition for all respondents and based upon the published evaluation criteria. Specifically, the Committee erroneously scored Republic Services’ bid in the following ways:

- **Transition Plan Scoring** – Republic Services is the incumbent residential solid waste and recycling services provider, having provided these services to the County for the past twelve years. Awarding the franchise to Republic Services would require no transition since Republic Services would simply continue



providing County residents with the services it already provides. However, the Committee inexplicably scored Republic Services' transition plan significantly lower than all other firms.

- **Experience and Past Performance Scoring** – Republic Services has twelve years of experience providing these exact services to the County and has achieved 99.9% service reliability over the last five years. Moreover, operating through its subsidiaries, including Republic Services of Florida, Limited Partnership, Republic Services, Inc. is the second largest waste and recycling company in the nation, with 1,000 operating locations and 17,000 trucks servicing 13 million customers daily. Yet Republic Services received the second lowest score in this category.
- **Qualification and Capabilities** – Republic Services is presently performing the requested services for Hernando County and has the infrastructure and equipment already in place to continue performing the new contract without interruption. Despite this, Republic Services received a score lower than a proposer not presently operating in the Hernando County.
- **Customer Service Approach** – The Committee gave Republic Services the lowest score in the Customer Service Approach category despite Republic Services having provided the waste collection and recycling services to the County for 12 years and being the only proposer that presently possesses the requisite staffing, trucks, equipment, and facilities to perform proposed contract.

As a result of the Committee's erroneous scoring, Republic Services was ranked as the second most qualified proposer by a mere .9 points.

The Committee's procurement process and Notice of Intent decision were clearly erroneous, arbitrary and capricious, contrary to competition, and were contrary to the specifications of the RFP, Florida law, and the County's own governing statutes, rules, policies, and principles. Therefore, Committee's Notice of Intent should be rescinded, and the Committee should issue a Supplement Notice of Intent that lists Republic Services as the most qualified Proposer and states an intent by the County to negotiate the contract contemplated by the RFP with Republic Services.

## **II. Procedural Issues**

### **A. Agency Affected**

The name of the agency affected is the Board of County Commissioners of Hernando County, Florida, which is the governing body of Hernando County, Florida with the following address: 15470 Flight Path Dr., Brooksville, FL 34604, Phone: (352) 754-4000, Fax: (352) 754-4477.

The solicitation that is the subject of this written protest is RFP No. 24-RFP00582/TPR, titled "Curbside Residential Solid Waste and Recycling Collection Services" and the Notice of Intent to Negotiate and Award, dated March 4, 2025.

### **B. Representatives of Republic Services**

The following names and addresses should be used for service purposes on Republic Services:

Adis Latic  
Republic Services of Florida, Limited Partnership  
General Manager  
5210 Linebaugh Ave.  
Tampa, FL 33624  
Alatic@republicservices.com  
Phone: (813) 265-0292

With a copy to counsel for Republic Services at:

Christian C. Burden, Esq.  
Zachary S. Foster, Esq.  
Quarles & Brady LLP  
101 East Kennedy Boulevard, Suite 3400  
Tampa, Florida 33602  
zachary.foster@quarles.com  
chris.burden@quarles.com

**C. Receipt of Notice of Intent**

Republic Services was first made aware of the Notice of Intent via post on March 4, 2025. Republic Services timely submitted its Notice of Protest on March 6, 2025, and now timely submits this Formal Written Protest.

**D. Republic Services' Substantial Interests**

As a responsible and responsive vendor that submitted a competitive proposal in response to the RFP that offers the most advantageous solution to the County, the Republic Services is substantially and adversely affected by the Commission's flawed procurement process and erroneous scoring of Republic Services' proposal for the Consensus Scorecard. *See* § 120.569(1), Fla. Stat. (affording standing to parties whose substantial interests are determined by the agency); *see also Advocacy Ctr. for Pers. With Disab., Inc. v. State, Dep't of Child. & Fam. Servs.*, 721 So. 2d 753, 755 (Fla. 1st DCA 1998) ("standing will inhere in a person who at least has some potential stake in the contract to be awarded."). Moreover, Republic Services received the second highest total score under the Committee's Consensus Scorecard, was ranked second in the Notice of Intent, and was the second lowest bidder on price. *See Mid-Am. Waste Sys. of Florida, Inc. v. City of Jacksonville*, 596 So. 2d 1187, 1189 (Fla. 1st DCA 1992) (holding that the second most responsible bidder had standing to seek injunctive and declaratory relief); *Preston Carroll Co., Inc. v. Florida*



*Keys Aqueduct Auth.*, 400 So. 2d 524, 525 (Fla. 3d DCA 1981) (“A second lowest bid establishes that substantial interest.”).

### **III. Undisputed Material Facts**

1. In 2012, the County awarded Republic Services a seven-year, exclusive franchise to provide curbside residential and recycling collection services within the County. In 2019, the County renewed Republic Services’ franchise for a subsequent seven-year term.

2. Over the last twelve years, Republic Services has provided excellent service to the Hernando County community with 99.9% service reliability over the last five years.

3. Republic Services maintains 135 employees, 65 of whom are residents of Hernando County, and has invested over \$22 million in its current assets to service Hernando County.

4. On August 2, 2023, the County issued a Request of Pre-Qualification (“RFPQ”), Solicitation No. 23-PQ00289/IR, to select the most qualified entities or businesses to respond to a Request for Proposals to enter a seven-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.

5. On March 15, 2024, the County qualified Republic Services, Coastal, FCC Environmental Services Florida, LLC, Waste Connections of Florida, Inc., Waste Management Inc. of Florida, and Waste Pro of Florida, Inc. to proceed with the solicitation process by responding to the RFP.

6. On July 1, 2024, the County published the RFP. The RFP required the qualified firms to submit written proposals, which the Committee would then evaluate 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.” Ex. A, § 7.6(B). The Committee would then add the scores and rank the proposals based on those scores. *Id.* § 7.6(C), (E).

7. The RFP allowed the Committee to establish a “short list” of three proposers and request oral presentations from the proposers. The scores from these oral proposals would then be added to the proposal’s overall consensus score for purposes of selecting the most qualified proposer.

8. The RFP established eight weighted elements (totaling 100 available points) by which the Committee was to evaluate the proposals: (1) Price [20 points/20% of total score]; (2) Operations Approach [20 points/20% of total score]; (3) Customer Service Approach [20 points/20% of total score]; (4) Experience and Past Performance [20 points/20% of total score]; (5) Qualifications and Capability [6 points/6% of total score]; (6) Transition Plan [6 points/6% of total score]; (7) Additional Services [4 points/4% of total score]; and (8) Additional Value [4 points/4% of total score]. Ex. A, § 9.1.

9. With respect to “Experience and Past Performance,” the Committee was to evaluate “[e]xperience including similar sized contracts, past performance, experience of the management team, references and overall experience.” *Id.*

10. With respect to “Qualifications and Capability,” the Committee was to evaluate “[t]he resources available to fulfill the contract.” *Id.*

11. With respect to “Transition Plan,” the Committee was to evaluate “[s]teps and details of the proposed transition plan.” *Id.*

12. Proposals were due on February 17, 2025. Republic Services, Coastal, FCC Environmental Services Florida, LLC (“FCC”), Waste Management Inc. of Florida (“WM”), and

Waste Pro of Florida, Inc. (“Waste Pro”) submitted proposals. Copies of the proposals are attached hereto as **Exhibit D** (Republic Services’ Proposal); **Exhibit E** (FCC’s Proposal); **Exhibit F** (Coastal’s Proposal) **Exhibit G** (WM’s Proposal); and **Exhibit H** (Waste Pro’s Proposal).

13. Upon completion of the evaluation of the proposals, the Committee posted a Notice of Notice of Intent to Negotiate and Award on March 4, 2025, which created a short list of firms and ranked them as follows:

1. Coastal
2. Republic Services
3. Waste Pro of Florida Inc.

14. The Committee also released its Consensus Scorecard, which provided the Committee’s scoring of the proposals based on the RFP’s stated elements. A copy of the Consensus Scorecard is attached hereto as **Exhibit I**. The Consensus Scorecard revealed that Coastal received the highest total score with 73.2 points and Republic received the second highest with 72.3 points—a difference of only .9 points out of 100 possible points.

15. The following chart shows the scores each proposer received in the categories relevant to this protest:

<b>Vendor</b>	<b>Customer Service Approach</b>	<b>Experience and Past Performance</b>	<b>Qualifications and Capabilities</b>	<b>Transition Plan</b>
Coastal	14.6	11.8	3.0	4.4
FCC	15.8	15.4	4.4	4.4
Republic Services	14.4	13.4	4.2	3.8
WM	15.0	14.8	4.0	4.2
Waste Pro	16.0	13.8	4.0	4.6

#### **IV. Statement of Ultimate Facts Alleged**

1. Republic Services incorporates by reference the Material Facts as fully stated herein.

2. While Republic Services has not received the debriefing regarding its proposal afforded in Section 7.7 of the RFP, based upon its current understanding of the Committee's conduct of the procurement, the procurement process was not conducted in accordance with Florida law or the terms of the RFP, was conducted in an irrational manner, and was fundamentally flawed. The flaws in the procurement prevented the Committee and the County from appropriately evaluating the proposals to determine which firm should be awarded the contract.

3. Specifically, the Committee's Notice of Intent and Consensus Scoring demonstrate that: (1) the Committee's scoring was not conducted in a rational manner; (2) the Committee did not evaluate the proposals in accordance with the criteria published in the RFP or impermissibly based its evaluation on undisclosed criteria; (3) the Committee's evaluators did not have the requisite knowledge and experience, or were otherwise unqualified, to fairly evaluate the proposals; and (4) the Department's procurement was fundamentally flawed.

4. Accordingly, the County and Committee's process and Notice of Intent are clearly erroneous, arbitrary and capricious, contrary to competition, and were contrary to the specifications of the RFP, Florida law, and the Department's governing statutes, rules, policies, and principles.

5. Republic Services is a responsible and responsive vendor that submitted a competitive proposal that offers the most advantageous solutions to Hernando County.

**V. Disputed Issues of Material Fact**



Disputed issues of material fact and law exist and entitle the Republic Services to a formal administrative hearing, pursuant to section 120.57, Florida Statutes. The disputed issues of material fact include but are not limited to the following:

- a. Whether the Commission evaluated the proposals in accordance with the published terms, specifications, and criteria in the RFP;
- b. Whether the Commission based its evaluation of the proposals on undisclosed criteria;
- c. Whether the Commission applied a uniform method of evaluation to the proposals;
- d. Whether the Commission scored the proposals in a rational manner;
- e. Whether the Commission's evaluators were qualified to evaluate the proposals;
- f. Whether the Commission's evaluators conducted their evaluation in a fair and unbiased manner;
- g. Whether, had a rational and appropriate evaluation been conducted, Republic Services would have had the highest total score on the Consensus Scorecard and been in first position in then Notice of Intent;
- h. Whether, upon becoming aware of the erroneous nature of its evaluation, the Commission took appropriate steps to remedy this error;
- i. Whether the Commission's Notice of Intent was clearly erroneous, arbitrary and capricious, contrary to competition, contrary to the specifications of the RFP, contrary to Florida law, and/or contrary to the County's governing statutes, rules, policies, and principles; and
- j. Whether the Commission's conduct of the procurement was clearly erroneous, arbitrary and capricious, contrary to competition, contrary to the specifications of the

RFP, contrary to Florida law and/or contrary to the County's governing statutes, rules, policies, and principles.

## **VI. Basis for Relief**

### **A. Relevant Statutes, Rules, and Policies**

Republic Services is entitled to relief pursuant to sections 120.569 and 120.57, Florida Statutes, together with the established decisional law of the Florida courts and agencies of the State of Florida, because the Committee's procurement and awards were clearly erroneous, contrary to competition, arbitrary or capricious, contrary to the specifications of the RFP, contrary to Florida law, and/or the County's governing statutes, rules, policies, and principles.

The standard for overturning an agency decision is whether the agency's proposed action is contrary to the agency's governing statutes, rules, policies, or the solicitation specifications, and whether the action being protested is erroneous, contrary to competition, or was decided in an arbitrary or capricious manner. § 120.57(3), Fla. Sta. An arbitrary decision is one not supported by fact or logic, while a decision is capricious if it is taken without thought or reason. *Agrico Chem. Co. v. State Dept. of Envtl. Regulation*, 365 So. 2d 759, 763 (Fla. 1st DCA 1978).

The inquiry to determine whether an agency has acted arbitrarily or capriciously is whether the agency has: (1) considered all relevant factors; (2) given actual, good faith consideration to those factors; and, (3) used reason rather than whim to progress from consideration of those factors to its formal decision. *Adam Smith Enterprises, Inc. v. State Dep't of Envir. Reg.*, 553 So.2d 1260, 1273 (Fla. 1st DCA 1989). An act is contrary to competition when it offends or subverts the fundamental policies underlying competitive procurement. *Enpower, Inc. et al. v. Tampa Bay Water et al.*, DOAH Case No. 99-3398BID (Oct. 25, 1999) (Recommended Order). As to whether a decision is contrary to competition, part of the fundamental policy of competitive procurement

is securing the best value for the public at the lowest possible expense. *Wester v. Belote et al.*, 138 So. 721, 723–24 (Fla. 1931).

This policy objective of securing the best value for the public has been expressly adopted by the Court as reflected in its Procurement Manual, which states the objectives and purpose of the County’s procurement policies are to:

- A. To deal fairly and equitably with all vendor/contractors wishing to do business with Hernando County.
- B. To assure adherence to all purchasing laws, regulations, and procedures.
- C. To maximize competition for all procurements.
- D. To administer the contracting function with internal efficiency.
- E. To purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable vendor/contractors meeting the County’s needs.

*See Hernando County Procurement Manual*, § 1. In faithfully complying with this policy, the County likewise serves and protects the interest of the public. *See Miami-Dade County School Board v. J. Ruiz School Bus Service, Inc.*, 874 So.2d 59, 62 (Fla. 3d DCA 2004) (holding that “competitive bidding statutes were enacted for the benefit of taxpayers”).

**B. The Committee’s scoring of the proposals was arbitrary and capricious.**

**i. Transition Plan Scoring**

For the “Transition Plan” category, Section 9.1 of the RFP requires the Committee to evaluate “[s]teps and details of the proposed transition plan” in each proposal and award a score between 0 to 6 points, with 6 representing the best score available. Section 7.5 clarifies that a proposal must “describe the major or milestone steps Proposer anticipates will occur as they *transition into providing services.*” (emphasis added). The purpose of this category is to evaluate the proposer’s ability to prepare itself to implement the waste and recycling services by the contract start date by, among other things, integrating the County’s data system and information onto the proposer’s platform, creating and testing route maps, procuring the necessary trucks and

equipment into the County, acquiring and constructing physical infrastructure, hiring and training sufficient staff members, and educating the public about the new service provider.

Republic Services is currently providing Hernando County with the very services that are subject to the RFP and has done so at 99.9% service reliability compliance rating for the last five years. As such, it already: (1) integrated into the County's data system; (2) services established County residents on established routes; (3) has the necessary trucks, equipment, and facilities in place to service residents; and (4) employs a fully trained staff necessary to fulfill the service requirements. Under the RFP, the only changes to the services Republic Services current performs for the County would be minor equipment upgrades and adjusting route days and schedules for a select group of customers migrating from Subscription to Universal services. Simply put, there is almost nothing that would need a "transition" if Republic Services were awarded the RFP.

Despite this, Republic Services' transition proposal committed to providing the same robust and thorough implementation process that it uses for its large community transitions. *See* Ex. D, pp. 32–33. This plan would rely on a detailed 239 Check Point Plan, which outlines 239 individual transition milestones, identifies a transition team and point persons responsible for implementing the milestones, organizes proactive and frequent community outreach, coordinates cart/bin deliveries to new service locations, and outlines public outreach for any route changes. *Id.*

Given that Republic Services is already fulfilling nearly all the service requirements under the RFP as the incumbent provider, the Committee should have determined that its transition plan presents little, if any, uncertainties or risks with respect Republic Services' ability to carry out the plan. Therefore, the Committee should have awarded Republic Services the full 6 points available under the Transition Plan category or, at the very least, ranked Republic Services the highest in this category relative to the other proposers. However, the Committee inexplicably took the very



opposite approach and awarded Republic Services the **lowest score** among the five proposals—3.8 out of 6.0. Ex. I.

For comparison, the Committee scored FCC’s transition plan at 4.4 (**.6 points higher** than Republic Services) despite the company admitting to having no operations, assets, or facilities in Hernando County and providing a perfunctory, 17-point draft plan with a commitment to prepare a more developed plan if awarded the contract. Ex. E, pp. 39–42. Likewise, the Committee awarded Coastal a transition plan score of 4.4 (**.6 points higher** than Republic Services) despite its Hernando County presence being limited to servicing several hundred commercial customers, offering a barebones, nine-point timeline, and vaguely asserting that it has plans to acquire a property from which it will service the contract. Ex. F, pp. 40, 53–56. Moreover, Coastal’s staffing plan relies on hiring “collection personnel who work for” Republic Services and onboarding them in the “weeks leading up to the operations start date.” *Id.* at p. 54. As an initial matter, Coastal offers no explanation why it believes it can simply poach Republic Services employees to fulfill its substantial staffing needs. Even if it could guarantee that it could convince Republic Services employees to switch employers, this plan would harm County residents by leaving Republic Services inadequately staffed to fulfill its service obligations during the final months of its existing contract.

Further, the Committee scored WM’s transition plan at 4.2 (**.4 point higher** than Republic Services) despite WM having no residential collection operations in Hernando County and having proposed a transition timeline with multiple milestones scheduled to expire before the contract will be in place. Ex. G, pp. 28–31. Finally, the Committee awarded Waste Pro a score of 4.6 (**.8 points higher** than Republic Services) even though Waste Pro committed to creating a “new” and presently non-existent “hauling location” somewhere within Hernando County. Ex. H, p. 36.

## **ii. Qualifications and Capabilities**

For the “Qualifications and Capability” category, Section 9.1 of the RFP requires the Committee to evaluate the proposer’s “[t]he resources available to fulfill the contract” and award a score between 0 to 6 points with 6 representing the best score available. The RFP does not provide any additional language regarding this factor. Therefore, taking this category at face value, the Committee was required to simply assess whether the proposer presently possessed or could timely acquire the trucks, equipment, facilities, and staff necessary to fulfill the contract by the start date.

Like the Transition Plan category, the Committee should have given Republic Services six points, or at least the most points relative to the other proposers, because Republic Services is presently performing under a nearly identical contract as called for in the RFP and has done so for 12 years in Hernando County. Yet the Committee awarded Republic Services 4.2 points while awarding 4.4 points to FCC, despite FCC having no operations, assets, or facilities in Hernando County. Ex. I.

## **iii. Experience and Past Performance Scoring**

For the “Qualifications and Capability” category, Section 9.1 of the RFP requires the Committee to evaluate the proposer’s “[e]xperience including similar sized contracts, past performance, experience of the management team, references and overall experience” and award a score between 0 to 20 points with 20 representing the best score available. Section 7.5 states that a proposal must, among other requirements, “[d]escribe the number of County or Municipal customers that your firm has serviced in similar size (60,000 - 100,000 units) to Hernando County.”

As the incumbent provider, Republic Services has the most relevant experience among the proposers because it has been servicing the Hernando County market for twelve years

and have achieved a 99.9% service reliability over the last five years. Moreover, Republic Services' RFP presented a local management team with a combined 150 years of industry experience and many who had worked for Republic Services in Hernando County since 2012. Hence, there is no reasonable, objective basis for the Committee to assess Republic Services a score that reflects doubts about Republic Services' ability to fulfill the contract. Besides Hernando County, in Florida, Republic Services outlined that it services 101,000 homes in neighboring Hillsborough County and another 100,000 combined homes in various other municipalities. Moreover, Republic Services highlighted that it fulfills over 2,000 municipal contracts serving 13 million customers with 42,000 employees. Republic Services and its affiliated companies maintain a large, national footprint and broad employee and equipment roster, which means Republic Services is well positioned to provide uninterrupted services during contingent operations that will arise over the life of the contract. Thus, Republic Services demonstrated that it possessed **both** the hyper-relevant experience of servicing Hernando County for twelve years and broad national experience. This combined experience is unique to Republic Services among the proposers and should have led to a score higher than the other proposers. Instead, the Committee scored Republic Services at 13.4 for Experience and Past Performance—the **second lowest** score given for this category. Meanwhile, the Committee scored WM and FCC, which both have comparable national footprints to Republic Services, 1.4 and 2 points higher, respectively. Worse, Waste Pro, a company that is a mere fraction the size of Republic Services received a score of 13.8—.4 points higher than Republic Services.

Committee's scoring of this category is not anchored in fact and is irrational.

#### **iv. Customer Service Approach**

For the “Customer Service Approach” category, Section 9.1 of the RFP requires the Committee to evaluate “details regarding how customer service will be handled including methods of communication and handling of complaints” and award a score between 0 to 20 points with 20 representing the best score available. Section 7.5 states that a proposal must:

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 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.

With respect to company location, unlike some of the other proposers, Republic Services outlined that it already maintains a physical location in Pasco County, a mere five miles from the Hernando County border that, it has used to provide to the County the exact services called for by the RFP, including a 99.9% service reliability rating for the last five years. Moreover, Republic Services proposed a comprehensive customer service plan, which included dedicated customer service representatives, a defined customer service management team, and a Hernando County customer service ombudsman. Therefore, the Committee should have afforded Republic Services a top score for this factor since there was no question Republic Services had the physical assets to deliver first class customer service.

To the contrary, the Committee unjustifiably gave Republic Services as score of 14.4—the **lowest score** among the proposers. For comparison, the Committee awarded a score of 14.6 to



Coastal, a 15.8 to FCC, and a 16.0 to Waste Pro despite each companies disclosing that they would need to acquire and build out those physical facilities within the next nine months to fulfill their customer service promises.

**v. The Committee's scoring of Republic Services' proposal was arbitrary and capricious.**

There is no logical explanation for the Committee's scoring of Republic Services' proposal in the aforementioned categories given Republic Services' status as County incumbent provider with a twelve-year performance track record under nearly identical contracts and the equipment, personnel, and physical infrastructure in place to continue this work.

The only explanation for Republic Services' score is the evaluators' use of undisclosed evaluation criteria, the evaluators' application of the criteria in an irrational manner, or the consideration by evaluators of factors irrelevant to the terms of the RFP and Republic Services' ability to provide the services. Either of these explanations would require the overturning the Committee's decision.

To the extent the Committee's scoring of the proposals was conducted in an irrational or inconsistent manner, the Committee's procurement process is fundamentally flawed, and the Notice of Intent that incorporated the results of the Committee's irrational scoring cannot stand. Consequently, the Committee's procurement and resulting awards are clearly erroneous, arbitrary, and capricious, contrary to competition, and contrary to the specifications of the RFP, Florida law, and the County's governing statutes, rules, policies, and principles. *See City of Sweetwater v. Solo Constr. Corp.*, 823 So. 2d 798, 802–03 (Fla. 3d DCA 2002) (enjoining a city from moving forward with a contract award and issuing a writ of mandamus compelling the city to act in accordance with Florida law and the terms of the solicitation when the city's evaluation committee scored the bids in a random and haphazard manner); *see also Agrico Chem. Co. v. State, Dept. of Env'tl. Reg.*,

365 So. 2d 759, 763 (Fla. 1st DCA 1978) (“A capricious action is one which is taken without thought or reason or is irrational. An arbitrary decision is one that is not supported by facts or logic, or which is despotic.”).

Likewise, if the Committee did not strictly adhere to the evaluation criteria and scoring rubrics in the RFP, or based their evaluation on undisclosed criteria, the Committee’s procurement and awards are clearly erroneous, arbitrary and capricious, contrary to competition, and contrary to the specifications of the RFP, Florida law, and the County’s governing statutes, rules, policies, and principles.

Florida law is clear that an agency must provide adequate notice of, and adhere to, the criteria published in its solicitation to evaluate vendors’ proposals. *See Consultec, Inc. v. Dept. of Admin.*, DOAH Case No. 91-5950BID at ¶¶ 24, 31, 33 (Recommended Order Nov. 13, 1991). “[C]entral to the integrity and reciprocity of the competitive bid process is the requirement that an agency’s action on a bid be expressed within the bid specifications and evaluation criteria which it created, and adhere to them during the selection process.” *Id.* at ¶ 33 (quoting *Boozer v. Dept. of Health and Rehab. Servs.*, 11 FALR 4823, 4839-40 (1989)). An agency cannot award a contract based on unstated selection criteria as it would afford “itself overly broad discretion to capriciously and arbitrarily award a contract without established criteria.” *Emerald Corr. Mgmt. v. Bay Cnty. Bd. of Comm’rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007).

Accordingly, the Division of Administrative Hearings has consistently concluded that agency action cannot stand when the agency did not follow its own stated evaluation criteria or based its evaluation on undisclosed evaluation criteria. *See R.N. Expertise, Inc. v. Miami-Dade Cnty. School Bd.*, DOAH Case No. 01-2663BID (Recommended Order Feb. 4, 2002) (“From the requirement that requests for proposals state all of the evaluation criteria logically follows the rule

that proposals shall be evaluated only on the stated criteria and none other. For obvious reasons, no agency can be allowed to employ secret evaluation criteria in a competitive procurement.”); *see also MCI Telecommunications Corp. v. Dept. of Corrections*, DOAH Case No. 95-1639BD at ¶ 96 (Recommended Order Jan. 31, 1995) (“The facts established at the final hearing in this matter demonstrate that the DOC failed to comply with its own bid evaluation criteria, and that the resulting decision to award the Contract . . . was made fraudulently, arbitrarily, illegally or dishonestly.”); *City of Sweetwater v. Solo Constr. Corp.*, 823 So. 2d 798, 802-03 (Fla. 3d DCA 2002) (enjoining a city from proceeding with a contract and issuing a writ of mandamus compelling the city to act in accordance with the requirements of the city code, Florida law, and the terms of the ITB when the city completed its scoring in a “random and sometimes haphazard manner” and based its award on “categories and criteria that were not advertised in the bid documents”); *Emerald Corr. Mgmt. v. Bay Cnty. Bd. of Comm’rs*, 955 So. 2d at 653 (“Whether the [agency] acted arbitrarily is generally controlled by a determination of whether the [agency] complied with its own proposal criteria as outlined in the [solicitation].”); *Campbell Therapy Servs., Inc. v. Sch. Bd. Of Broward Cnty.*, DOAH Case No. 99-2729BID at ¶ 19 (Recommended Order Sep. 3, 1999) (“The failure of the RFP to disclose its purpose violates fundamental principles of due process, adequate notice, and fairness to potential proposers. It creates a gap between what agency staff knew of the [agency’s] intent for the RFP and what potential proposers could know from reading the specifications in the RFP.”); *Carlton & Carlton, P.A. v. Dept. of Health and Rehab. Servs.*, DOAH Case No. 92-4937BID at ¶¶ 5-9, 28 (Recommended Order Dec. 22, 1992) (finding that “[o]nce the representation is made in a solicitation package that it contains the evaluation criteria, the offerors should not be subjected to an additional evaluation process” and

concluding that “[t]he unannounced evaluation process is an impropriety that causes the [agency’s] reliance on any resulting award to be an arbitrary action”).

## **VII. Relief Sought**

Based on the forgoing, Republic Services respectfully requests:

- a. That the procurement be stayed until a Final Order is entered in this proceeding;
- b. That Republic Services be provided an opportunity to resolve this protest by mutual agreement within seven days of the filing of this protest as provided by section 120.57(3)(d), Florida Statutes;
- c. That if this protest cannot be resolved within seven days, that the matter be referred to the Division of Administrative Hearings for a formal hearing to be conducted before an Administrative Law Judge pursuant to section 120.57, Florida Statutes;
- d. That Recommended and Final Orders be entered rescinding the Committee’s Notice of Intent and issuing a Supplement Notice of Intent that lists Republic Services as the most qualified Proposer and states an intent by the County to negotiate the contract contemplated by the RFP with Republic Services;
- e. That the protest bond be returned to Republic Services; and
- f. That Republic Services be granted such other and further relief as is just and allowed by law.

Republic Services reserves the right to amend this protest if other bases for challenge become apparent through discovery as this protest process progresses.

Dated this March 14, 2025.

/s/ Zachary S. Foster



Christian C. Burden  
chris.burden@quarles.com  
Florida Bar No. 0065129  
Zachary S. Foster  
zachary.foster@quarles.com  
Florida Bar No. 111980  
**QUARLES & BRADY LLP**  
101 East Kennedy Blvd., Ste 3400  
Tampa, FL 33602-5195  
Tel. 813/387-0300  
*Counsel for Petitioner*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished via email and hand delivery to the following on March 14, 2025:

Jon A. Jouben, Esq.  
County Attorney  
Hernando County Attorney's Office  
20 N. Main St.  
Suite 462  
Brooksville, FL 34601  
CAO@hernandocounty.us

Carla Rossiter-Smith  
Chief Procurement Officer  
Hernando County Purchasing Department  
15470 Flight Path Dr.  
Brooksville, FL 34604  
CRossiter-Smith@hernandocounty.us

And via overnight delivery to:

John Casagrande  
Senior Vice President  
Coastal Waste & Recycling, Inc.  
12600 Corporate Lakes Drive, St. 10  
Ft. Myers, Florida 33771