

SOLICITATION - OFFER - AWARD

SOLICITATION NO.: 21-T00030/DK	SOLICITATION TITLE: HERNANDO COUNTY RECYCLABLE PROCESSING (RE- BID OF 19-T00062)	DATE ISSUED: JANUARY 13, 2021	CONTRACT NO.: 21-T00030/DK
ISSUED BY: BOARD OF COUNTY COMMISSIONERS <u>HERNANDO COUNTY, FLORIDA</u> John Allocco, Chairman Steve Champion, Vice Chairman Jeff Holcomb, Second Vice Chairman Wayne Dukes Elizabeth Narverud		SUBMIT BID OFFER TO: HERNANDO COUNTY PURCHASING AND CONTRACTS 15470 FLIGHT PATH DR. BROOKSVILLE, FL 34604 James S. Wunderle Purchasing and Contracts Manager Chief Procurement Officer	

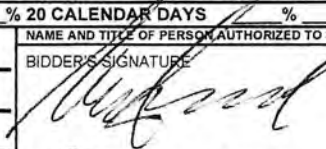
SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 3, 2021.** 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 PURCHASING AND CONTRACTS CONFERENCE ROOM, 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604 AT **3:00 P.M. ON MARCH 3, 2021.** PURSUANT TO FS 119.071 (Current Edition), 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.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING RECOVERED MATERIALS PROCESSING AND MARKETING SERVICES FOR THE COUNTY'S INTEGRATED SOLID WASTE PROGRAM SUBMIT PRICING ON BID FORM IN SECTION VI <u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u> (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	\$ _____

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR 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.		
DISCOUNT FOR PROMPT PAYMENT: _____ % 10 CALENDAR DAYS _____ % 20 CALENDAR DAYS _____ % CALENDAR DAYS		
BIDDER'S INFORMATION FRIENDS Recycling LLC Company Name 2350 NW 27 Ave Address Ocala FL 34475 City State Zip Code (352) 622-5800 (352) 622-4999 Phone Number Fax Number	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE 	OFFER DATE
Email Address: FRIENDS2350@gmail.com		

AWARD

(TO BE COMPLETED BY COUNTY)

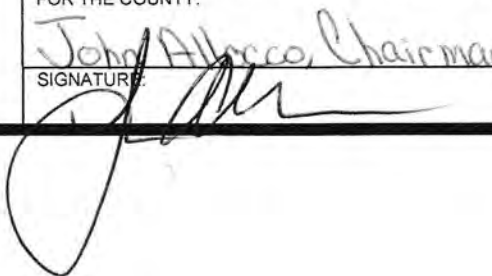
REVIEWED FOR LEGAL SUFFICIENCY: 10/23/20	LR NO.: 2020-300	BY: Maureen Sikora
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: HERNANDO COUNTY SOLID WASTE AND RECYCLING 14450 LANDFILL RD. BROOKSVILLE, FL 34614	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: John Allocco, Chairman	
	SIGNATURE: 	AWARD DATE: June 22, 2021

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INVITATION TO BID

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

TERM CONTRACT ITB NO. 21-T00030/DK.
FOR
HERNANDO COUNTY RECYCLABLE PROCESSING

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in recovered materials processing and marketing services for the County's integrated Solid Waste Program.

Sealed Bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **MARCH 3, 2021**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's Name, Address, and Bid Name and Bid Number. Bids are to be submitted:

Physical Address:

Hernando County Purchasing and Contracts
15470 Flight Path Dr.
Brooksville, FL 34604

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 website of Bid Net at www.bidnetdirect.com For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at www.hernandocounty.us, or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Bid offers shall be accompanied by either a Bid Bond, Certified Check, Cashier's Check, or Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount Bid as a guarantee to enter into a Contract and furnish a Contract performance and payment bond in the amount of one hundred percent (100%) of the total Bid price within fifteen (15) calendar days from the date of notification of the award.

A **NON-MANDATORY** Pre-Bid Conference will be held **JANUARY 25, @ 2:30 PM**, at **Hernando County Solid Waste and Recycling Center, 14450 Landfill Rd., Brooksville, FL 34614**. A Site Visit will immediately follow the Pre-Bid Conference. Representatives of Owner will be present to discuss the project. Bidders are **RECOMMENDED** to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.**

Purchasing and Contracts Department will post addenda on Bid Net at www.bidnetdirect.com to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective Bidders to visit the Bid Net at www.bidnetdirect.com to ensure that they are aware of all Addenda issued relative to this solicitation.**

Pursuant to Florida Statutes 119.071 (Current Edition) 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.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY
James Wunderle Digitally signed by James Wunderle
Date: 2021.01.11 14:59:27 -05'00'

JAMES S. WUNDERLE
PURCHASING AND CONTRACTS MANAGER
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

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 Diane Kafrisen, Purchasing Agent II, Purchasing and Contracts Department, at (352) 754-4020 or email at purchasing@hernandocounty.us with a copy to dkafrisen@hernandocounty.us.

SECTION II - SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
- 1.1. **ADDENDA:** A written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Bid by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
 - 1.2. **AGREEMENT:** A legal document, executed by the County and the Successful Bidder, 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 Bidder 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.
 - 1.3. **BID:** The contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Bidders.
 - 1.4. **BID BOND/GUARANTEE:** The certified check or surety bond furnished by the Bidder with his Bid as evidence of good faith.
 - 1.5. **BIDDER:** The entity that submits a Bid to the County in response to the Bid. "Bid" means the response to the Bid submitted by the Bidder.
 - 1.6. **COMMINGLED RIGID CONTAINERS:** Means the following individual commodities: steel, tin, bimetal, aluminum, and plastic containers collected as part of the County's Recycling program that have been combined in the same collection container or collection vehicle compartment.
 - 1.7. **COMMINGLED PAPER FIBER:** Shall include, but not be limited to, newspapers (with inserts), magazines and catalogs, office paper and direct marketing mail, old corrugated containers, telephone directories and other paper and paperboard products.
 - 1.8. **CONTAMINATED RECYCLABLE MATERIAL:** Is recycled material which is mixed with material that is not compatible with the Counties program and the processors end markets.
 - 1.9. **CONTAMINANTS:** Materials other than Processing Residue that cannot be processed into marketable Recovered Materials.
 - 1.10. **CONTRACT DOCUMENTS:** The Invitation to Bid including Addenda to such, the Agreement, including Addenda to such, Bidders Bid, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Bidder's Representation and Certification Form, Bidders Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Bidder prior to or after the submittal of their Bid, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
 - 1.11. **CONTRACTOR:** The Successful Bidder, in the context of the Invitation to Bid. In the context of the Contract Documents, Vendor/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 Vendor/Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Invitation to Bid.
 - 1.12. **COUNTY:** The Hernando County Board of County Commissioners, officers, employees, agents and volunteers or its duly authorized representative.

- 1.13. DESIGNATED CENTER:** The County's Recovered Materials Processing Center (RMPC), located at 14450 Landfill Road, Brooksville, FL, at which Recyclable Materials will be accepted, processed and readied for marketing by the Vendor/Contractor.
- 1.14. DISPOSAL:** The disposal of all contaminants, residues and rejects material generated at the RMPC shall be disposed of at the Northwest Class I Landfill by the Vendor/Contractor. Contaminants, residues and reject material must meet Subtitle D disposal requirements (Subtitle D regulations can be found in title 40 of the Code of Federal Regulations, parts 239 through 282). Vendor/Contractor shall pay all disposal costs (tip fees) in effect for any residue or rejected materials at the time the materials are disposed of. All contaminants, residues and reject materials are subject to inspection and approval for disposal by the designated representative of the County's Solid Waste Division prior to storage/disposal.
- 1.15. FRANCHISED HAULERS:** Solid waste and recycling collection service providers contracted by the County and/or municipalities to provide such services for their respective jurisdictions.
- 1.16. HAZARDOUS WASTE"** means waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment. Per Florida Statute 403.703 (Current Edition), "Hazardous Waste" means 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. The term does not include human remains that are disposed of by persons licensed under chapter 497.
- 1.17. MARKETING SERVICES:** The successful Bidder shall be responsible to find markets to move County sorted materials to. The goal will be for these markets to prepare the material for the Counties program into desirable raw materials. The desire of the county is that these marking services result a positive value for these materials. Due to market conditions a positive material value is not always possible
- 1.18. MATERIAL COMPOSITION STUDY (STUDY):** The make up by percentage of inbound material to the RMPC. Studies will be done semi-annually for each customer or entity delivering material to the County RMPC. The Vendor/Contractor will be required to supply the labor for each study with a County representative verifying the accuracy of the work. A representative sample will be selected and the Vendor/Contractor and the County will agree on the best method to capture the materials in the selected loads.
- 1.19. MINOR IRREGULARITY:** A variation from the Invitation to Bid terms and conditions which does not affect the price or give the Bidder an advantage or benefit not enjoyed by the other Bidders or does not adversely impact the interests of the County
- 1.20. MODIFICATION/AMENDMENT/CHANGE ORDER:** Shall mean the written order to the Vendor/Contractor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.
- 1.21. MUNICIPAL SOLID WASTE (SOLID WASTE):** Garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or government operations.
- 1.22. NOTICE OF AWARD:** A written notice submitted by the County notifying the Successful Bidder that they have been awarded the project.
- 1.23. NOTICE OF INTENT TO AWARD:** A written notice submitted by the County notifying the Successful

Bidder that the County intends to award the project to them contingent upon the Successful Bidder executing the Agreement and submitting any outstanding documents.

- 1.24. **NOTICE TO PROCEED:** A written notice issued by the County to the Successful Bidder fixing the date on which the Successful Bidder shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
- 1.25. **PARTICIPATING MUNICIPALITIES:** Municipalities or other agencies approved by the County that choose to deliver residential and commercial Recyclable Materials to the Hernando County RMPC. These will be any municipality delivering to the Northwest Landfill Recovered Material Processing Center at no cost to Hernando County, approved materials they desire to have processed into recovered materials. The municipality agrees to cover all costs incurred in the transportation to Hernando County and the processing of said material.
- 1.26. **PAYMENT AND PERFORMANCE BONDS:** The approved forms of security furnished by the Vendor/Contractor and his Surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the Contract and to pay all obligations associated with the project.
- 1.27. **PRE-BID MEETING:** A meeting at which all Bidders gather to obtain additional information as to the scope of Services required under the Bid.
- 1.28. **PRICING SHEETS:** For Curbside Paper and Old Corrugated Cardboard, the Yellow Sheet (PPI Pulp & Paper Week). For used Aluminum Beverage Cans (UBC's), Fastmarkets AMM. For Tin Cans, RecyclingMarkets.net. For Plastic, Plasticmarket.net.
- 1.29. **PROCESSING:** The manual or mechanical separation of commingled recyclables to conform to the highest specification for each marketable Recovered Material component in accordance with the Institute of Scrap Recycling Industries, Inc Scrap Specifications Circular 2002, unless otherwise excluded herein. The sorted papers, plastic, ferrous and nonferrous metal containers are to be baled if required by end-user markets. Processing shall also mean the temporary storage and loading for shipment all Recovered Materials, and the disposal of all contaminants, residuals, rejects, and hazardous waste.
- 1.30. **PROCESSING FEE:** The fee charged for inbound material delivered to the Vendor/Contractor at RMPC or any other approved facility or site.
- 1.31. **PROCESSING RESIDUE:** Is made up of materials that are part the processors or Counties list of approved materials for recycling, but are too small to process and be prepared for marketing. This material will not be calculated as part of the contamination percentage.
- 1.32. **PUBLIC OPENING:** The opening of the Bids and the announcing of the Bidders who submitted a Bid in response to the Invitation to Bid in the presence of the public.
- 1.33. **RECOMMENDATION OF AWARD:** A written notification sent by way of facsimile or electronic e-mail to those who submitted a Bid in response to this Invitation to Bid advising them of the County's decision for its selection of the Bidder and its intent to award to that Bidder.
- 1.34. **RECOVERED MATERIALS:** Recyclable Materials that have been collected and processed to the highest quality, marketable form in accordance with "**Recovered Materials Specifications**" or the specifications of specific buyers of such materials as agreed to by the County.
- 1.35. **RECOVERED MATERIALS SPECIFICATIONS:** "Scrap Specifications" as revised and published by the Institute of Scrap Recycling Industries, 1325 G Street, N.W., Washington, D.C., in "Circular 2002 – Guidance for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock and Plastic Scrap."

- 1.36. **RECYCLABLE MATERIALS (RECYCLABLES):** The following agreed upon list of materials to be accepted, sorted, processed, and marketed as specific Recovered Materials: Newspaper, magazines, old corrugated containers, telephone directories and other paper fiber products; aluminum beverage and food containers; steel, tin and bimetal cans, plastic containers, types No. 1-7. Recyclables will arrive at the RMPC loose in roll-off container, curbside collection or compactor trucks.
- 1.37. **RECYCLING:** Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or intermediate or final products. Such raw materials or intermediate or final products include, but are not limited to, crude oils, fuels, and fuel substitutes.
- 1.38. **RESIDUALS, REJECTS:** That portion of the Recyclable Materials stream that is not deemed marketable after processing (see “**Contaminants**”).
- 1.39. **RESPONSIVE:** A Bid that conforms in all material respects to the Invitation to Bid requirements.
- 1.40. **RESPONSIBLE:** A Bidder who shows that they have the capability in all respects to perform fully the Services outlined in the Invitation to Bid, and the integrity and reliability that will assure good faith performance.
- 1.41. **REVENUE SHARE:** The division of the revenue from the sale of the processed recycled material. The value of the material will be based on trade publications agreed upon by the Vendor/Contractor and the County. The material values will be applied to the percentages based on the most current material composition study to determine the value of one (1) ton of inbound material.
- 1.42. **SERVICES:** All supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Bidder to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.
- 1.43. **SOURCE SEPARATED:** Any process by which Recyclable Materials resulting from domestic, industrial, commercial, mining, agricultural, or government operations, are separated from solid waste at the source, or point of discard, and prepared for collection.
- 1.44. **SUB-CONTRACTOR:** An entity having a direct Contract with the Successful Bidder or with any other Sub-Contractor of the Successful Bidder 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 Vendor/Contractor.
- 1.45. **TIMELINE:** The list of critical dates and actions involved in the Invitation to Bid.
- 1.46. **TON:** A short ton (2,000 pounds or 0.9078 metric tons).
- 1.47. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**

- 2.1. Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of www.bidnetdirect.com. For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

3. **PREPARATION OF BID:** To ensure acceptance of your Bid, please follow these instructions:

- 3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including this form must be executed and submitted in a sealed envelope. **The face of the envelope shall contain, in addition to the address, the date, time of the Bid opening and the Bid number and title.** All

Bids are subject to the conditions specified herein. Those which do not comply with these conditions may be declared non-responsive and subject to rejection.

Submit bids to:

Hernando County Purchasing and Contracts Department
15470 Flight Path Dr.
Brooksville, Florida 34604
BID NUMBER (ITB NO. 21-T00030/DK)

- 3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
- 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile Bids **will not be accepted**.
- 3.5. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and location. Bids which are received after the Bid opening time will be returned unopened to the Bidder.
- 3.6. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instruction to satisfy themselves of conditions affecting submission of their Bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a Bid for the work is prima facie evidence he/she (they) have conducted such examinations.
- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause the response to be found non-responsive and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a Bid not properly addressed and identified.

4. TIMETABLE:

Date of Distribution:	<u>JANUARY 13, 2021</u>
Mandatory Pre-Bid/Site Visit:	<u>JANUARY 25, 2021 at 2:30 PM</u>
Last Date of Inquiries:	<u>FEBRUARY 12, 2021, 2020 at 5:00 PM</u>
Bids Due:	<u>MARCH 3, 2021 at 3:00 PM</u>

5. NON-MANDATORY PRE-BID CONFERENCE:

- 5.1. A Non-Mandatory Pre-Bid Conference will be held **JANUARY 25, 2021 at 2:30 PM** at the **Hernando County Solid Waste and Recycling Center, 14450 Landfill Rd., Brooksville, FL 34614.**
- 5.2. A Site Visit will immediately follow the Pre-Bid conference.

6. **BID OPENING:** Bids that are not received in a timely manner by this specific office will not be accepted. Bids will be opened immediately after this date and time and will remain binding upon the Bidder for a period of ninety (90) days thereafter. Pursuant to Florida Statutes 119.071 (Current Edition) 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.
7. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:** To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
- 7.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.
- 7.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the www.bidnetdirect.com. **Oral answers will not be authoritative.**
- 7.3. It will be the responsibility of the Bidder to visit www.bidnetdirect.com to ensure they are aware of all Addenda issued for this solicitation.
- 7.4. Questions must be submitted via e-mail to purchasing@hernandocounty.us with a copy to Dkafrissen@hernandocounty.us or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the Bid documents.
- 7.5. All Addenda must be acknowledged by signing and submitted with the Bid. Failure to acknowledge any Addenda may render the Vendor/Contractor's Bid as non-responsive and subject to rejection.
8. **COMMUNICATION:** There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.
9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or electronically mailed withdrawals will not be recognized.
10. **BID PROTESTS:** 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 Chapter 28-110, Florida Administrative Code (Current Edition), and applicable provisions in Section 120.57, F.S. (Current Edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (Current Edition). Failure to file a protest within the time prescribed in section 120.57(3), F.S. (current edition), 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. (current edition).

SECTION III - GENERAL CONDITIONS

11. **CONTRACT PERIOD:**

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Agreement.

- 11.2. The period of the Contract shall extend for three (3) years effective from award.
- 11.3. **Renewal Option (Unilateral):** At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for three (3) additional one (1) year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

12. BID PRICE/SUBMITTAL REQUIREMENTS:

- 12.1. The prices and percentages Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- 12.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this Bid and certifies that the person executing the Bid Form is authorized to sign this Bid for the Bidder.
- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, Bid Specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render its Bid as non-responsive.

13. QUALIFICATION OF BIDDERS:

- 13.1. This Bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his/her Bid:
- 13.1.1. List and brief description of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses

of owners by completing the reference sheets attached in Section VII. These references must be for work performed within the past three (3) years.

- 13.1.2. List of equipment and facilities available to do work.
- 13.1.3. List of personnel, by name and title, contemplated to perform the work.
- 13.1.4. Failure to submit this information may be cause for rejection of your Bid.

14. **BID EVALUATION AND AWARD:**

- 14.1. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability and resources to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are Bidding.
- 14.2. Award shall be made on an "All-or-None Total Offer" basis to the lowest processing fee and the highest percentage, deemed most advantageous by the County; responsive and responsible Bidder. However, the County reserves the sole right to reject any and all Bids in accordance with the Hernando County Procurement Ordinance. Failure to provide a price for all areas upon the Bid Form may deem the Bidder's response/submission as non-responsive.
- 14.3. If two (2) or more fully responsive, responsible Bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie Bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- 14.4. The County shall be the sole judge as to the relative merits of the Bids received.
- 14.5. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.
- 14.6. Discounts for payments within less than twenty (20) days will not be considered in evaluation of Bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

15. **LOCAL PREFERENCE:**

- 15.1. 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.
- 15.2. Application:
 - 15.2.1. 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:



- 15.2.1.1. 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
 - 15.2.1.2. 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.
 - 15.2.2. 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.
 - 15.2.3. 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 points of the total evaluation points.
- 15.3. Definitions:
- 15.3.1. 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 identified below.
 - 15.3.2. 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:
 - 15.3.2.1. A physical business and location address;
 - 15.3.2.2. Proof of payment of real property tax due to Hernando County;
 - 15.3.2.3. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - 15.3.2.4. Any additional information necessary to verify Local Vendor status.
- 15.4. Competitive Bids/Quotes: 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.
- 15.5. Exemptions:
- 15.5.1. 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.
 - 15.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 - 15.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing and Contracts Department as identified in the Purchasing Policy.
 - 15.5.4. 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.
 - 15.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.
- 15.6. Appeal: 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.

16. **HOURS:** Work may be performed between the hours of 8:00 AM – 4:30 PM, Monday through Friday (with an option for Saturday), except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.
17. **WARRANTIES:** The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.
18. **DELIVERY AND ACCEPTANCE:**
- 18.1. The County will order services by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.
- 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.
- 18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.
19. **REJECTION OF BID:** The County reserves the sole right to reject any and all Bid submissions. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this solicitation, may be rejected at the option of the County.
20. **MINOR INFORMALITIES AND IRREGULARITIES:** Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the sole right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the sole right to reject any or all Bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.
21. **NON-EXCLUSIVE CONTRACT:** Award of a Contract resulting from this Bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.
22. **NON-PERFORMANCE:**
- 22.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 22.1.1. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the

sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

- 23. ASSIGNMENT:** The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.
- 24. PUBLIC ENTITY CRIMES:** Any person submitting a Bid or Proposal in response to this Invitation to Bid certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Bidders must complete and return with its Bid the Sworn Statement to Public Entity Crimes Form attached in these Bid documents.
- 25. LICENSES AND PERMITS:** Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
- 26. LAWS, REGULATIONS, PERMITS AND TAXES:** Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. **The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.**
- 27. MODIFICATIONS/AMENDMENTS AND CHANGE ORDERS:** Without invalidating the Contract, the County may, at any time or from time to time, through its Chief Procurement Officer (CPO) or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order or Contract Modification/Amendment. The cumulative total of Change Orders and/or Modifications/Amendments to this Contract under \$35,000.00 (cap) will be approved by the CPO or its designee. Once the \$35,000.00 cap is reached, all other additions, or revisions to this Contract that exceed the "cap" are subject to approval by the Hernando County Board of County Commissioners through Board Agenda Item. Only upon receipt of a Change Order, or Modification/Amendment executed by the Contractor and County (subject to approval by the CPO and/or Board of County Commissioner – as applicable) shall the Contractor be authorized to proceed with the Work involved. All such work shall be executed under the applicable terms and conditions contained in the Contract Documents. In addition;
- a) The County will execute an appropriate Modification/Amendment to the Contract if such Modification/Amendment to the Contract is approved by the CPO or Board of County Commissioners (as approvable) and,
 - b) It is the Contactor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and amount of the applicable Bond(s) shall be adjusted accordingly.

28. TAXES:

- 28.1.** The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,

effective 1/31/2019 – expiring on 1/31/2024.

- 28.2.** This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).
- 29. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for informational purposes only and are not intended to limit competition. Said listing is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which he/she/it is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his/her/its Bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the sole right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and subject to rejection. If Bidder fails to name a substitute, it will be assumed that he/she/it is bidding on, and will be required to furnish goods identical to the Bid standard as specified.
- 30. LITIGATION/WAIVER OF JURY TRIAL:** This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- 31. TERMINATION:**
- 31.1. Termination for Default:**
- 31.1.1.** The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
- 31.1.1.1.** Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
- 31.1.1.2.** Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
- 31.1.1.3.** Make progress so as to endanger performance of this Contract.
- 31.1.1.4.** Perform any of the other provisions of this Contract.
- 31.1.2.** Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination

action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

31.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

31.1.3.1. Stop work on the date and to the extent specified.

31.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.

31.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

31.1.3.4. Continue and complete all parts of that work that have not been terminated.

31.1.4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

31.2. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

32. FISCAL NON-FUNDING: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

33. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

33.1. At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

33.2. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Bid and subsequent Contract award.

34. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this Bid, the Bidder certifies, and in the case of a Joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:

- 34.1. The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- 34.2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
35. **INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.
36. **COMPETENCY OF BIDDERS:** The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Bid.
37. **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 Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 37.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 37.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.
- 37.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- 37.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 37.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE 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 20 NORTH MAIN STREET, ROOM 266, BROOKSVILLE, FL 34601.

Per Florida Statute 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

38. PAYMENT:

- 38.1. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

SOLID WASTE AND RECYCLING
14450 LANDFILL RD.
BROOKSVILLE, FL 34614

- 38.2. Each invoice shall give a detailed breakdown of the services provided.
- 38.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 38.4. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 38.5. **Payment to Vendor/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.

39. CONFLICT OF INTEREST:

- 39.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.
- 39.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
- 39.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or
- 39.2.2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
- 39.2.3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- 39.3. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

40. GRATUITIES AND KICKBACKS:

- 40.1. Gratuities:** It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.
- 40.2. Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

41. E-VERIFY:

- 41.1.** Vendor/Contractor 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, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor 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 Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- 41.2.** A mere allegation of Vendor/Contractor'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 Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 41.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 41.3.1.** The County's Purchasing and Contracts Department at (352) 754-4020: and
- 41.3.2.** Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- 41.4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor 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 Vendor/Contractor 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.
- 41.5.** Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
- 41.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

- 41.5.2. 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.
- 41.5.3. Establish a written hiring and employment eligibility verification policy.
- 41.5.4. 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.
- 41.5.5. 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.
- 41.5.6. 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.
- 41.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 41.5.8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.
- 41.5.9. 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.
- 41.5.10. 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.
- 41.5.11. 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.
- 41.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

42. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition): Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/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 Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

43. INSURANCE REQUIREMENTS:

43.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

43.1.1. 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 Sub-Contractors, 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.

43.1.2. PROTECTION OF PERSONS AND PROPERTY:

43.1.2.1. 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.

43.1.2.2. 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.

43.2. 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.

43.2.1. WORKERS' COMPENSATION: As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....Minimum :	\$100,000 each accident
	\$100,000 by employee
	\$500,000 policy limit

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 (Current Edition), 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. <http://www.myfloridacfo.com/wc/exemption.html>

43.2.2. 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.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

43.2.3. 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.

43.2.4. 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.

43.2.5. 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:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

43.2.6. Not-Required JSW (initials)
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving insurance remains in force throughout the same three (3) year period.



Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

- 43.2.7. **Not-Required JSW (initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate.

The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation.

The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm.

If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles.

The insurance as required herein must be maintained in effect until the earliest of the following date:

- 43.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 43.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 43.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.
- 43.2.7.4. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

- 43.2.8. **Not-Required JSW (initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would inure to the benefit of the County.

- 43.2.9. **Not-Required JSW (initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

- 43.2.10. **Not-Required _____ (initials)**
PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

POLLUTION LIABILITY

Include exposures of pesticides/insecticides and herbicides.

Limits as follows:

No less than \$1,000,000 Per Occurrence

\$1,000,000 Aggregate

\$5,000 Medical Payment

Additional Insured & Waiver of Subrogation required.

- 43.2.11. **SUB-CONTRACTORS (if applicable):** All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners Certificates of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

- 43.2.12. **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 to its poor financial condition or its failure to adhere to legal requirements.

- 43.3. Each insurance policy shall include the following conditions by endorsement to the policy:

- 43.3.1. 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. The Certificate of Insurance shall provide a minimum thirty (30) day notice to the County of cancellation of the policy, 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax 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 Dr.
 Brooksville, FL 34601

- 43.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.

- 43.3.3. 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.

43.3.4. 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.

43.4. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.

43.5. 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.

43.6. 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 the Vendor/Contractor's obligation to maintain such insurance.

44. **MINIMUM WAGE RATES:**

44.1. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.

44.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.

44.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

45. **SAFETY PRECAUTIONS:**

45.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

45.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

46. **RESPONSIVE/RESPONSIBLE:** At the time of submitting a Bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsive.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contractor will in no way relieve his/her/its responsibility.

47. CONE OF SILENCE: This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a Bid is opened or a Short List is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County 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 Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- 47.1.** All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.
- 47.2.** Neither the members of the Board of County Commissioners 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, concerning this project. Vendors/Contractors or representatives 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 from this project.

48. CLAIMS:

- 48.1. Chief Procurement Officer's Decision Required:** All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.
- 48.2. Notice:** Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 60. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 61. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- 48.3. Chief Procurement Officer's Action:** Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
- 48.3.1.** Deny the claim in whole or in part,
- 48.3.2.** Approve the claim, or
- 48.3.3.** Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief

Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

- 48.4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
- 48.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 49 within thirty (30) days of such action or denial.

49. DISPUTE RESOLUTION:

- 49.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect.
- 49.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 49.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 48 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
- 49.3.1. Agrees with the other party to submit the claim to another dispute resolution process, or
- 49.3.2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

SECTION IV - SPECIAL CONDITIONS

50. **INSPECTION OF FACILITIES/AREAS:** It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions, and any other factors that may impact performance of the Contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedule may be secured by calling 352-754-4020. Failure to visually inspect the facilities may be cause for disqualification of your Bid. After Contract award, no additional compensation will be made as a result of the differences between actual labor and materials required to complete the project and the Contract amount.

51. LICENSES AND PERMITS:

- 51.1. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her/its designee.
- 51.2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their Bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the Bid.
- 51.3. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

52. **PRE-AWARD MEETING:** Within fourteen (14) days after receipt of notice of intent of award of Bid, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

53. PERFORMANCE:

- 53.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than fourteen (14) calendar days from receipt of the Purchase Order. Bids which fail to meet this requirement shall be rejected.
- 53.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order or Contract, and all other applicable remedies available to the County under state law.
- 53.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.
- 53.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to Contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.
- 53.5. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.
54. **LIQUIDATED DAMAGES:** Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the Contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, the sum of \$100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.
55. **CODES AND REGULATIONS:** The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.
56. **DEBRIS:** Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this Contractual Service.
57. **PROTECTION OF PROPERTY/SECURITY:**
- 57.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.
- 57.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or his agent.
58. **BID BOND/PERFORMANCE BOND AND PAYMENT BOND:**
- 58.1. Each Bid must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent (10%) of the total Bid. Bid deposits amounting to less than two hundred dollars



need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Bidder's performance deposit will be returned upon evaluation and award of Bid. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Bid, the County shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

- 58.2.** The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Contract awarded as a result of this Bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Bid. The Surety shall be responsible for any liquidated damages assessed because of failure to complete this Contract. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond and Payment Bond.
- 59. PRICING:** The County requires a firm fixed price for the entire Contract period. Invoices will be reviewed to confirm compliance with Bid pricing. Failure to hold prices firm shall be grounds for immediate termination of the Contract.
- 60. PRICE ADJUSTMENT:** Written request for price increase or decrease adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. **Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor.** The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For example, if annual adjustments may be requested under a three (3) year Contract and none is requested after the first two (2) years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract and shall be effective for the duration of the Contract.
- 61. CHANGES - SERVICE CONTRACTS:**
- 61.1.** The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:
- 61.1.1.** Description of services to be performed.
61.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
61.1.3. Place of performance of the services.
- 61.2.** If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the Change Order, the Vendor/Contractor shall commence performance of the work as specified and shall be effective for the duration of the Contract.
- 61.3.** The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed Change Order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed Change Order, it shall be at his/her own risk.

The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

- 62. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. **Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.**
- 63. ADDITIONAL ITEMS:** The award of the Bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current Bid Form may be added from time to time.
- 64. SITE DAMAGE:** The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: building and site feature, irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.
- 65. EQUIPMENT LIST:** Bidders shall submit with the Bid a listing of all equipment which Bidders will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers, and any other specified equipment. The Vendor/Contractor is also required to indicate which equipment is company-owned. Failure to submit said equipment list may render Bidder's response non-responsive.
- 66. MATERIAL SAFETY DATA SHEETS:** In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes (Current Edition), it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

SECTION V: SCOPE AND SPECIFICATIONS

- 67. CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.
- 68. SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Recovered Materials Processing and Marketing Services for the County's Integrated Solid Waste Program, as described in the specifications in Hernando County, Florida.
- 69. LOCATION OF THE WORK:** The work to be performed in this Contract will be performed at Hernando County Solid Waste and Recycling, 14450 Landfill Road, in Hernando County, Florida, unless work is performed at an alternative location as specified in the Bid document.
- 70. PURPOSE AND OVERVIEW:** Hernando County, a political subdivision of the State of Florida, is seeking Bids to provide recovered materials processing and marketing services for the County's Integrated Solid Waste Program. The intent of this solicitation is to Contract with a Vendor/Contractor that will provide the best return for Hernando County's recycled and recovered materials. Information is

provided herein that describes the current recycling program as well as changes that may be implemented in the future.

The County's preference is to maximize the use of the Recovered Materials Processing Center (RMPC) located at the Northwest Landfill to process the County's recyclables. The County is also willing to entertain any Bid that transfers material to an off-site location if that will reduce costs and maximize any possible revenue return from material collected. The Bid should include the Vendor/Contractor's plan to process and market the current material delivered to the RMPC and what material could be added for processing. Compensation will be paid in accordance with pricing sheets agreed upon by the County and the Vendor/Contractor.

Any Bid by a private Vendor/Contractor to use and occupy County property will require execution of a lease agreement setting forth all conditions between the County and the Vendor/Contractor, such as the term, operation and maintenance responsibilities, as well as indemnification and insurance coverage for damage to County property, buildings, fixtures and improvements.

This Bid contains one (1) primary requirement with two (2) variants, for the processing of County-supplied dual-stream recyclables from curbside collection and community drop-off sites (Bid items 1 – 3).

Bid item 4 is for compensation for recyclables delivered to and processed at the RMPC from outside the County's recycling program, the Vendor/Contractor will pay a percentage of the proceeds from the sale of said material.

All Vendor/Contractors are encouraged to submit a Bid that intends to use the RMPC and, if so, you must carefully review the RMPC plans, specifications, operating manuals, permits and maintenance records located at the Solid Waste Division Administration Office located at the Northwest Landfill. Vendors/Contractors are required to conduct an on-site inspection of the RMPC and its equipment prior to submitting responses in order to become knowledgeable about the design layout, condition of equipment, scale house operations, etc. The existing County equipment is to be utilized by the awarded Vendor/Contractor and the County does not have plans to upgrade the existing equipment.

Qualifications, experience, environmental compliance records, financial capability, budget impact, marketing strengths, and overall ability to meet the requirements of the County will be considered by the Solid Waste and Recycling Department in making a recommendation for award.

71. CONTRACT REQUIREMENTS:

- 71.1.** This section represents requirements, procedures and conditions that shall become a part of the Agreement between the Vendor/Contractor and the County.
- 71.1.1.** Vendor/Contractor shall adhere to Florida Statutes 403.703 (Current Edition);
- 71.1.2.** Vendor/Contractor shall adhere to Florida Statutes 403.706 (Current Edition)
- 71.1.3.** Vendor/Contractor shall comply with all applicable Code of Federal Regulations (CFR's) Title 29, Title 40 and Title 49 requirements;
- 71.1.4.** Vendor/Contractor shall comply with Hernando County Ordinances regulating solid waste permit requirements and procedures established by the Solid Waste Division;
- 71.1.5.** Vendor/Contractor shall comply with terms and conditions of the Lease Agreement, Exhibit "E".
- 71.1.6.** All vehicles transporting recyclable materials and recovered materials shall be weighed in and out on the County's weight scale located at the Northwest Landfill;
- 71.1.7.** The County's scale tonnage records shall be the sole means for determining payments due to the County;

- 71.1.8. Payments to the County shall be made by the last day of the month following the month in which the recovered materials were weighed out at the Northwest Landfill scale house, verified by records of in-bound weights;
- 71.1.9. The County makes no guarantees regarding the quantity or quality of the recyclable materials delivered to the RMPC under the County's Recycling Program;
- 71.1.10. All residue and contaminated/rejected material generated at the RMPC shall be disposed of at the Northwest Class I Landfill by the Vendor/Contractor. Residue and contaminated/rejected material must meet Subtitle D disposal requirements (Subtitle D regulations can be found in title 40 of the Code of Federal Regulations, parts 239 through 282);
- 71.1.11. The Hazardous Waste Department of the County's Solid Waste Division shall recover and dispose of all hazardous waste arriving at the RMPC, or found in recyclable material being processed in the RMPC;
- 71.1.12. All rejected, contaminated or residue materials are subject to inspection and approval for disposal by the designated representative of the County's Solid Waste Division prior to disposal;
- 71.1.13. The RMPC will be open to receive deliveries of recyclable materials and to ship recovered materials five (5) days per week in coordination with the operating hours of the weigh scale house. The weigh scale is open during operating hours Monday through Saturday, 8:00 AM – 4:30 PM. Deliveries shall not be accepted, nor shipments made at any times other than the operating times of the scale house. The Vendor/Contractor shall not store any recyclable material or recovered material in the RMPC parking area unless fully contained, no loose material allowed;
- 71.1.14. The Vendor/Contractor will cooperate with the County in scheduling RMPC tours for visitors and community groups.

72. RESPONSIBILITIES OF THE COUNTY:

- 72.1. The County shall insure that before the execution of the Contract, the Recovered Materials Processing Center (RMPC) is in proper condition and the equipment is in good working order.
- 72.2. The County is responsible for the performance of its Franchised Haulers and Participating Municipalities, or other approved agencies in the delivery of materials to the Vendor/Contractor.
- 72.3. The County shall weigh all Recyclable Materials **delivered** to the Vendor/Contractor on the County's truck scales located at the Northwest Landfill and shall provide weight tickets to the Vendor/Contractor at no charge.
- 72.4. The County shall weigh all Recovered Materials **shipped** from the Vendor/Contractor on the County's truck scales located at the Northwest Landfill and shall provide weight tickets to the Vendor/Contractor at no charge.
- 72.5. The County shall weigh on the County's truck scales located at the Northwest Landfill all Contaminants, Residues and Reject materials generated during the processing of the Recyclable Materials and shall provide weight tickets to the Vendor/Contractor at no charge.
- 72.6. The County shall perform periodic inspections of the RMPC to assure compliance by the Vendor/Contractor to the terms of this Contract and as provided in Lease Agreement between Vendor/Contractor and County. A written report of the results of these inspections will be given to the Vendor/Contractor.

- 72.7.** The Vendor/Contractor shall have exclusive use of the RMPC buildings, grounds and equipment, as provided in Lease Agreement between Vendor/Contractor and County. This exclusivity shall not preclude access to or use by the County of the RMPC and equipment.
- 72.8.** The Hazardous Waste Division of the County's Solid Waste and Recycling Division shall recover and dispose of all Hazardous Waste arriving at the RMPC or found in Recyclable Material being processed by the RMPC.
- 72.9.** For compliance with HB73 Environmental Regulation, curbside collection with contamination, the contaminated items will be left at the curb and tagged for non-collection. The Vendor/Contractor will note the address and date that a tag is left (see paragraph 73.22).
- 72.9.1.** For addresses that continue to be in non-compliance the hauler will submit the address to the County so program information can be mailed to the customer by the County. The tag used by the collection Vendor/Contractor will be approved by the County. The tag should provide feedback to the customer as to the incorrect material found.
- 72.9.2.** Program material will be listed on the Department website by the County, listed on printed program material given out at community events by the County, and handed out by the County as customers sign up for service.
- 72.10.** For compliance with HB73 Environmental Regulation, managing contaminated recyclable material at drop-off collection locations, the County will place signage on the drop-off containers that will be used to instruct users as to the materials recycled. In the case of a drop-off location consistently collecting out of spec material the site will be targeted by the County with direct handed outs of program information to the users.

73. RESPONSIBILITIES OF THE VENDOR/CONTRACTOR:

- 73.1.** The Vendor/Contractor agrees to accept, process, and market as Recovered Materials, Recyclables delivered to the Designated Center or alternate location approved by the County. In addition, the Vendor/Contractor will utilize the County's facilities and equipment to accept, process and market as Recovered Materials, Recycling delivered to the Designated Center as part of the Vendor/Contractor's recycling activities.
- 73.2.** The Vendor/Contractor shall accept deliveries of Recyclables from the Franchised Haulers hired by the County, and the Participating Municipalities at the RMPC, Monday through Friday (option of Saturday) of each week during operating hours 8:00 AM – 4:30 PM Eastern Standard Time, except for specific holidays on which the Landfill is closed (Section VIII, Exhibit A).
- 73.3.** The Vendor/Contractor shall be responsible for the disposal of all Contaminants, Residues and Reject materials generated at the RMPC, at the Northwest Landfill, Class I Disposal site as provided in Lease Agreement between Vendor/Contractor and County. Contaminants, Residues and Reject materials must meet Subtitle D Disposal requirements. The Vendor/Contractor shall pay all Disposal costs (tip fees) in effect for any residue or rejected materials at the time the materials are disposed of. All Contaminants, Residues and Reject materials are subject to inspection and approval for disposal by the designated representative of the County's Solid Waste Division prior to storage/disposal.
- 73.4.** The Vendor/Contractor shall assure that the turn-around time for Franchised Hauler and Participating Municipality trucks is not to exceed twenty (20) minutes after the initial weigh-in, barring circumstances beyond the Vendor/Contractor's control.
- 73.5.** The Vendor/Contractor shall comply with all applicable Federal, State and local statutes, ordinances, rules and regulations concerning the acceptance and processing of Recyclables, and temporary storage and marketing of the Recovered Materials.

- 73.6.** The Vendor/Contractor shall obtain, at its own expense, all material permits and licenses concerning the acceptance and processing of Recyclables, and temporary storage and marketing of Recovered Materials required by law or ordinance and maintain same in full force and effect during the life of this Contract. Upon request, the Vendor/Contractor shall provide the County with proof of all such necessary permits and licenses.
- 73.7.** The Vendor/Contractor shall, pursuant to the requirements of the County and Section 403.706(7), Florida Statutes (Current Edition) or its successor provisions, maintain certifiable records and provide to the County a copy of its annual report filed with the State of Florida Department of Environmental Protection of the volume by type and weight of all Recyclables received and processed, Recovered Materials marketed, and Contaminants, Residuals and Rejects disposed of pursuant to this Contract.
- 73.8.** The Vendor/Contractor shall provide a copy of its current Recovered Materials Dealer Certification Form from the State of Florida Department of Environmental Protection to certify that it is qualified, approved and licensed to accept and process Recyclables and market Recovered Materials pursuant to Federal, State and local law. The Vendor/Contractor shall maintain this certification and annually provide the County with a copy throughout the term of this Contract.
- 73.9.** The Vendor/Contractor shall identify and keep adequate records of the source of all Recyclables delivered by or on behalf of the County, and those delivered by or on behalf of the Vendor/Contractor.
- 73.10.** The Vendor/Contractor shall be responsible for all utility costs as provided in Lease Agreement between Vendor/Contractor and County and will pay all sales taxes as required.
- 73.11.** The RMPC shall be used solely for the purpose of processing source separated Recyclable Materials as provided in Lease Agreement between Vendor/Contractor and County. The RMPC may not be used to recover Recyclables from mixed Municipal Solid Waste. The RMPC shall be operated as a Recovered Materials Processing Center as defined in the Florida Administrative Code 62-701 (Current Edition).
- 73.12.** The Vendor/Contractor shall, as soon as reasonably possible, respond to, correct or repair any deficiencies in the Vendor/Contractor's compliance to the terms of this Contract resulting from the County's compliance inspections.
- 73.13.** The Vendor/Contractor may accept recyclables delivered to and processed at the RMPC from outside the County's recycling program as provided in Lease Agreement between Vendor/Contractor and County. The Vendor/Contractor will pay a percentage of the proceeds from the sale of said material (Bid Item 4).
- 73.14.** For compliance with HB73 Environmental Regulation, curbside collection with contamination, the contaminated items will be left at the curb and tagged for non-collection. The Vendor/Contractor will note the address and date that a tag is left. For addresses that continue to be in non-compliance the hauler will submit the address to the County so program information can be mailed to the customer (see paragraph 72.9). The tag used by the collection Vendor/Contractor will be approved by the County. The tag should provide feedback to the customer as to the incorrect material found.
- 73.15.** For compliance with HB73 Environmental Regulation, managing contaminated recyclable material at drop-off collection locations, materials collected through the Counties drop-off recycling locations will be screened at the Recovered Materials Processing Center (RMPC) for contamination levels. For containers that have less than 10% contamination the material will be sent to be processed. For containers with over 10% contamination if possible, the load will be cleaned and sent to be processed, for loads that cannot be cleaned they will be sent to the

disposal cell. Signage on the drop-off containers will be used to instruct users as to the materials recycled (see paragraph 72.10).

END OF SECTION V - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



SECTION VI: BID FORM – REVISED

ITB NO. 20-C00112/DK. – HERNANDO COUNTY RECYCLABLE PROCESSING (RE-BID OF 19-T00062)

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

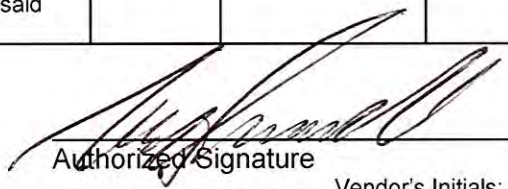
The quantities indicated on the Bid Form are estimates only for calculation of award. They are not to be construed as the minimum or maximum quantities that Hernando County is Contracting for.

Bidder may complete all Items 1-4 or any one Item or combination in this section.

The County's preference is to maximize the use of the Recovered Materials Processing Center (RMPC) located at the Northwest Landfill to process the County's recyclables. The County is also willing to entertain any Bid that transfers material to an off-site location if that will reduce costs and maximize any possible revenue return from material collected. The Bid should include the Vendor/Contractor's plan to process and market the current material delivered to the RMPC and what material could be added for processing. Compensation will be paid in accordance with pricing sheets agreed upon by the County and the Vendor/Contractor.

ITEM NO.	DESCRIPTION	A RMPC YEARLY LEASE	B ESTIMATED YEARLY TONNAGE	C PROCESSING FEE PER TON	TOTAL YEARLY PRICE (BxC+A) (BXC-A)	SPLIT OF PROCEEDS	
						VENDOR/ CONTRACTOR PERCENT (%)	HERNANDO COUNTY PERCENT (%)
1	PROCESSING COMPENSATION – AT COUNTY OWNED RMPC: As compensation for processing recyclables from the County's recycling program and the use of the RMPC for processing these recyclables, the Vendor/Contractor proposes to charge the County a processing fee and share a percentage of the total proceeds from the sale of said material.	\$12.00	4300	NO BID	NO BID	NO BID	NO BID
2	PROCESSING COMPENSATION – AT OTHER THAN COUNTY OWNED RMPC: As compensation for processing recyclables from the County's recycling program at a location OTHER THAN the County-owned RMPC, with the Vendor/Contractor transporting , the Vendor/Contractor proposes to charge the County a processing fee and share a percentage of the total proceeds from the sale of said material.	N/A	4300	NO BID	NO BID	NO BID	NO BID

Friend's Recycling LLC
Company Name
Vendor Return Complete Bid Document


Authorized Signature

Vendor's Initials: 

SECTION VI: BID FORM (Continued) - REVISED
ITB NO. 21-T00030/DK. – HERNANDO COUNTY RECYCLABLE PROCESSING

ITEM NO.	DESCRIPTION	A RMPC YEARLY LEASE	B ESTIMATED YEARLY TONNAGE	C PROCESSING FEE PER TON	TOTAL YEARLY PRICE (BxC+A) (BXC-A)	SPLIT OF PROCEEDS	
						VENDOR/ CONTRACTOR PERCENT (%)	HERNANDO COUNTY PERCENT (%)
3	PROCESSING COMPENSATION – AT OTHER THAN COUNTY OWNED RMPC: As compensation for processing recyclables from the County's recycling program at a location OTHER THAN the County-owned RMPC with Hernando County transporting via one-hundred (100) yard trailers , the Vendor/Contractor proposes to charge the County a processing fee and share a percentage of the total proceeds from the sale of said material.	N/A	4300	\$ 45.00	193,500.00	NO BID	NO BID
4	PROCESSING COMPENSATION – AT COUNTY OWNED RMPC (Must be combined with Item 1): As compensation for recyclables delivered to and processed at the RMPC from outside the County's recycling program, the Vendor/Contractor will pay a percentage of the proceeds from the sale of said material.	----	---	---	-----	NO BID	NO BID

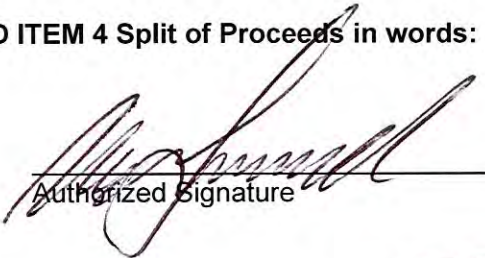
BID ITEM 1 Total Yearly Price: NO BID BID ITEM 1 Total yearly price in words: _____

BID ITEM 2 Total Yearly Price: NO BID BID ITEM 2 Total yearly price in words: _____

BID ITEM 3 Total Yearly Price: 193,500.00 BID ITEM 3 Total yearly price in words: ONE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED

BID ITEM 4 Split of Proceeds: 1 BID ITEM 4 Split of Proceeds in words: _____

Friends Recycling LLC
Company Name


Authorized Signature

Vendor Return Complete Bid Document

Vendor's Initials: 

SECTION VI: BID FORM (Continued) – REVISED

ITB NO. 20-C00112/DK. – HERNANDO COUNTY RECYCLABLE PROCESSING (RE-BID OF 19-T00062)

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

Friends Recycling LLC
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

2350 NW 27 Ave
MAILING ADDRESS

Ocala FL 34475
CITY, STATE, ZIP CODE

(352) 622-5800
TELEPHONE NUMBER

(352) 622-4999
FAX NUMBER

FRIENDS2350@GMAIL.COM
EMAIL ADDRESS

Nick Giannelli
CONTACT PERSON

MANAGER
TITLE

Inquiries regarding this Invitation for bid may be directed to Diane Kafrissen, Purchasing Agent II, at telephone number 352-754-4020 or email purchasing@hernandocounty.us with a copy to dkafrissen@hernandocounty.us.

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

Vendor's Initials: [Signature]

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 1

STATEMENT OF NO BID

If you do not intend to bid on this requirement, please return this form immediately to:

**Hernando County
Purchasing and Contracts Department
15470 Flight Path Dr.
Brooksville, FL 34604**

We, the undersigned, have declined to submit a proposal on: _____
_____.

Reason:

- _____ Specifications too tight, geared toward one brand or manufacturer (explain below)
- _____ Insufficient time to respond.
- _____ Specifications unclear (explain below)
- _____ We do not offer this product/services.
- _____ Our present schedule does not permit us to perform.
- _____ Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____ TITLE: _____



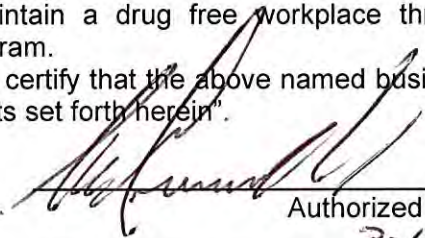
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 2

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition), hereby certify that, (print or type name of firm) _____

- 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 (Current Edition), 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".



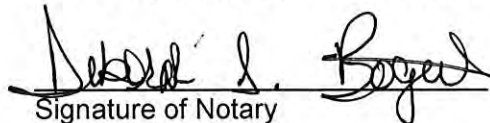
 Authorized Signature
 3-1-2021

 Date Signed

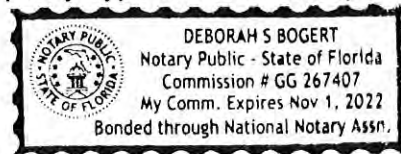
State of: FLORIDA

County of: MARION
Sworn to and subscribed before me this 2nd day of MARCH, 2021
Personally known or Produced Identification _____

(Specify Type of Identification)



 Signature of Notary



My Commission Expires: 11/1/22

This document must be completed and returned with your Submittal.

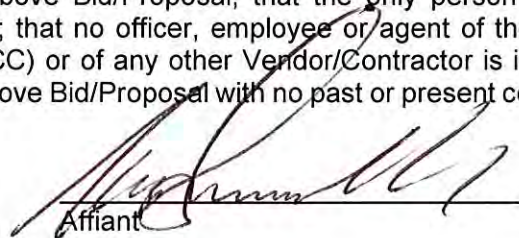
SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 3

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.

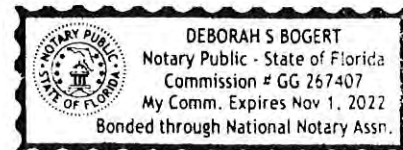
Nick Gumarelli, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or 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.


Affiant

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2ND day of MARCH, 2021 by NICK GUmarelli, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: Deborah S. Bogert
My Commission Expires: 11/1/22



*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 4

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION)
FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

County of Hernando

by MICK GUMAKISLL, MANAGER
[print individual's name and title]

for FRIENDS RECYCLING LLC
[print name of entity submitting sworn statement]


whose business address is 2350 NW 27AVE Ocala FL 34475

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3598319
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) :

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (Current Edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (Current Edition), 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (Current Edition), 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 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 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.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (Current Edition), 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.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
 - ____ 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 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 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].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

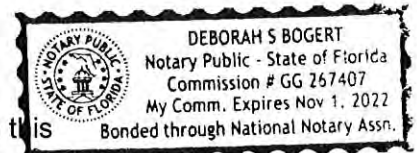

 [signature] 3-1-2021
[date]

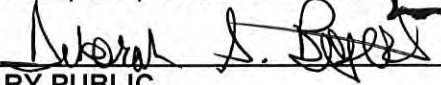
STATE OF FLORIDA

COUNTY OF MARION

PERSONALLY APPEARED BEFORE ME, the undersigned authority


NICK GIUMARELLI who, after first being
 [Name of Individual Signing]
 sworn by me, affixed his signature in the space provided above on this



2ND day of MARCH 2021 
 NOTARY PUBLIC

My commission expires: 11/1/22

This document must be completed and returned with your Submittal.

Vendor's Initials: 

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 5

AUTHORIZED SIGNATURES/NEGOTIATORS

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 <u>Nick Gumprelli</u>	Title <u>MANAGER</u>	Phone No <u>(352) 622-5800</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Nick Gumprelli
(Signature)

Operating Manager
(Title)

FRIENDS RECYCLING LLC
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with its Bid or Proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture Corporation

State of Incorporation: FLORIDA

Federal I.D. is 59-3598319

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 6

VENDOR REGISTRATION HERNANDO COUNTY, FL

To be completed by vendor:

Vendor type:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification

Number or Social Security Number: 59-3598319

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: FRIENDS Recycling LLC

Mailing Address: 2350 NW 27 Ave

City CCAI/A State FL Zip 34475

Telephone No. (352) 622-5800 Fax No. (352) 622-4999

Web Address: _____ EMail: FRIENDS 2350 @ GMAIL : Com

Commodity or Service Supply: Service Supply

If remittance address is different from the mailing address so indicate below.

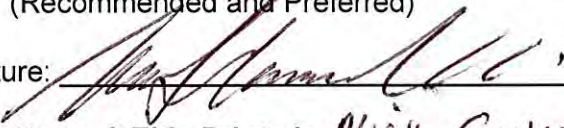
Firm Name: SAME

Mailing Address: ↓

City SAME State _____ Zip _____

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

- () Please check this box if you accept the ACH electronic payment method. (Recommended and Preferred)

Signature: 

Name & Title Printed: NICK GIUNARELLI MANAGER

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Nick Guimarelli, MANAGER.
[Print individual's name and title]

for FRIENDS Recycling LLC
[Print name of Company/Individual submitting sworn statement]

Whose business address is 2350 NW 27 AVE OCALA FL 34475

(If applicable) its Federal Employer Identification Number (FEIN) is 59-3598319

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. LOCAL PREFERENCE ELIGIBILITY

A. 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

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

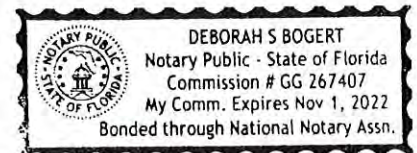
[Signature]
[Date] 3-1-2021

STATE OF FLORIDA
COUNTY OF MARION

PERSONALLY APPEARED BEFORE ME, the undersigned authority Nick Guimarelli who, after first being Sworn by me, affixed his signature in the space provided above on this 2ND Day of MARCH, 2021.

[Signature]
NOTARY PUBLIC

My commission expires: 11/1/22



Personally Known or Produced Identification
Type of Identification Produced _____

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 8

E-VERIFY CERTIFICATION

Bid/Contract No: 21-T00030/DK

Financial Project No(s): _____

Project Description: Processing Recyclables

Vendor/Contractor acknowledges and agrees to the following:

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:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: Friends Recycling LLC

Authorized Signature: *Nick Giomarelli*

Print Name: Nick Giomarelli

Title: MANAGER

Date: 3-1-2021

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

REFERENCES

Vendor/Contractor shall attest, by signing this Bid/Proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this Bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

FIRM NAME AND ADDRESS	
CONTACT PERSON	
EMAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
CONTRACT NUMBER	
CONTRACT DATE(S)	

FIRM NAME AND ADDRESS	
CONTACT PERSON	
EMAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
CONTRACT NUMBER	
CONTRACT DATE(S)	

FIRM NAME AND ADDRESS	
CONTACT PERSON	
EMAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
CONTRACT NUMBER	
CONTRACT DATE(S)	

Company Name

Authorized Signature

This document must be completed and returned with your Submittal.



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

EQUIPMENT LISTING

Bidders shall indicate below a complete listing of all equipment said Bidders will use in the performance of this Contract, including rolling stock, loaders, tractors, mowers and any other specialized equipment. INDICATE WHETHER SUCH EQUIPMENT IS OWNED BY THE COMPANY. Failure to complete and return this section may render Bidder's Proposal non-responsive.

<u>DESCRIPTION</u>	<u>COMPANY-OWNED?</u>	
SKID STEER (2)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
LOADERS (3)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BALER (1)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
SEMI TRACTOR (1)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
SEMI TRAILERS (2)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Friends Recycling LLC
 BIDDER'S COMPANY NAME
2350 NW 27AVE
 MAILING ADDRESS
ORLA FL 34475
 CITY, STATE AND ZIP CODE

Alex GUARABELLI MANAGER
 CONTACT PERSON (Name) (Title)
(352) 622-5800 (352) 622-4999
 TELEPHONE NO. – FAX NO.
FRIENDS 2350@GMAIL.COM
 EMAIL ADDRESS

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 11

BID BOND

Any singular reference to Vendor/Contractor, Surety, Owner, or other party shall be considered plural where applicable.

VENDOR/CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
20 North Main Street, Room 160
Brooksville, Florida 34601

BID

Project:

21-T00030/DK – HERNANDO COUNTY RECYCLABLE PROCESSING

BROOKSVILLE, FLORIDA

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____

(Words)

_____ (Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

VENDOR/CONTRACTOR

SURETY

(Seal)
Vendor/Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Vendor/Contractor's Bid and Vendor/Contractor delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 12

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

3-1-2021
(date)

Hernando County Purchasing and Contracts
15470 Flight Path Dr.
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization? No Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

(Email address)

(Address)

(Signature required)

(Phone)

(Print name)

(Fax)

(Print title)

(Federal Taxpayer ID Number)










This document must be completed and returned with your Submittal.

Vendor's Initials: 

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 12 (continued)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? <input type="checkbox"/> No <input type="checkbox"/> Yes • Involved with Proposal development for this Procurement? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.			
Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)

This document must be completed and returned with your Submittal.

SECTION VII REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES**

Respondent Vendor Name: FRIENDS RECYCLING LLC

Vendor/Contractor FEIN: 59-3598319

Vendor/Contractor's Authorized Representative Name and Title: NICK GUIMARRELLI MANAGER

Address: 2350 NW 27AVE

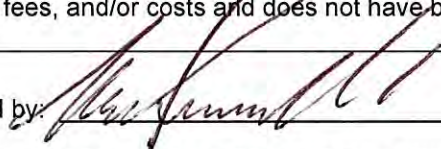
City: OCAHA State: FL Zip: 34425

Phone Number: (352) 622-5800

Email Address: FRIENDS 2350 @ GMAIL .COM

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 sign 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.

Certified by: 

who is authorized to sign on behalf of the above-reference company.

Print Name and Title: NICK GUIMARRELLI, MANAGER

Date: 3-1-2021

This document must be completed and returned with your Submittal.

SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 14

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated 2-8-2021

Addendum No. 2 Dated 2-11-2021

Addendum No. 3 Dated 2-25-2021

Addendum No. Dated

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Friends Recycling LLC
Company Name

[Signature]
Authorized Signature

VENDOR SURVEY

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

- BIDNET DIRECT
- NEWSPAPER
- PURCHASING AND CONTRACTS ADVERTISEMENT BOARD
- REFERRED BY: _____
- OTHER (PLEASE SPECIFY): _____

This document must be completed and returned with your Submittal.

SECTION VIII - EXHIBITS

EXHIBIT A

HOLIDAY SCHEDULE – LANDFILL CLOSED

New Years Day – January 1

Independence Day – July 4

Thanksgiving Day – Third Thursday in November

Christmas Day – December 25

SECTION VIII - EXHIBITS

EXHIBIT B

Hernando County's Curbside and Drop-off Recycling Program Two (2) Commodity Stream

Commingled Paper Fiber Products:

- Newspaper, including inserts
- Corrugated Cardboard and Boxboard Containers
- Magazines and Catalogs, Coated and Uncoated
- Telephone Books
- Office Paper and Direct Mail Advertisements
- Aseptic Containers

Commingled Rigid Containers:

- Plastic Containers No. 1 through No. 7
- Aluminum Beverage Cans
- Steel Cans

Recyclables may arrive at the RMPC loose in roll-off containers, in curbside recyclable material collection or compactor trucks.



SECTION VIII - EXHIBITS**EXHIBIT C****RECOVERED MATERIALS PROCESSING CENTER
BUILDINGS, GROUNDS AND EQUIPMENT RMPC SITE**

An area of approximately 21,600 square feet paved surface area with storm drainage system, outdoor lighting and designated parking.

MAIN PROCESSING BUILDING

Main Processing Building	3,120 sq. ft. Steel and Concrete Structure, two (2) loading docks, overhead doors, and electrical systems, with office and meeting area, including break rooms, restrooms.
Pole Barn	3,120 sq. ft. Wood structure
Recycle Storage Center	4,000 sq. ft. Enclosed steel building
Overall Insured Value	\$765,000.00
Estimated insurance premium (informational only – Vendor/Contractor to provide)	\$6,500.00

EQUIPMENT IN MAIN PROCESSING BUILDING:

Horizontal Bailer	Industrial two ram (includes associated conveyors, Sorting platform, bale block, and control panel, IPS Model TR1270-100)
Wire Tie System	US Wire Model 331 Automatic Strapper
Short Line	Includes conveyors, sorting belt, platforms, stairs and sorting chutes
Aluminum Dock Plates	2 each
Forty Yard Open Top Roll Off Box	1 each

RECYCLED MATERIAL PROCESSING CENTER BUILDING USE

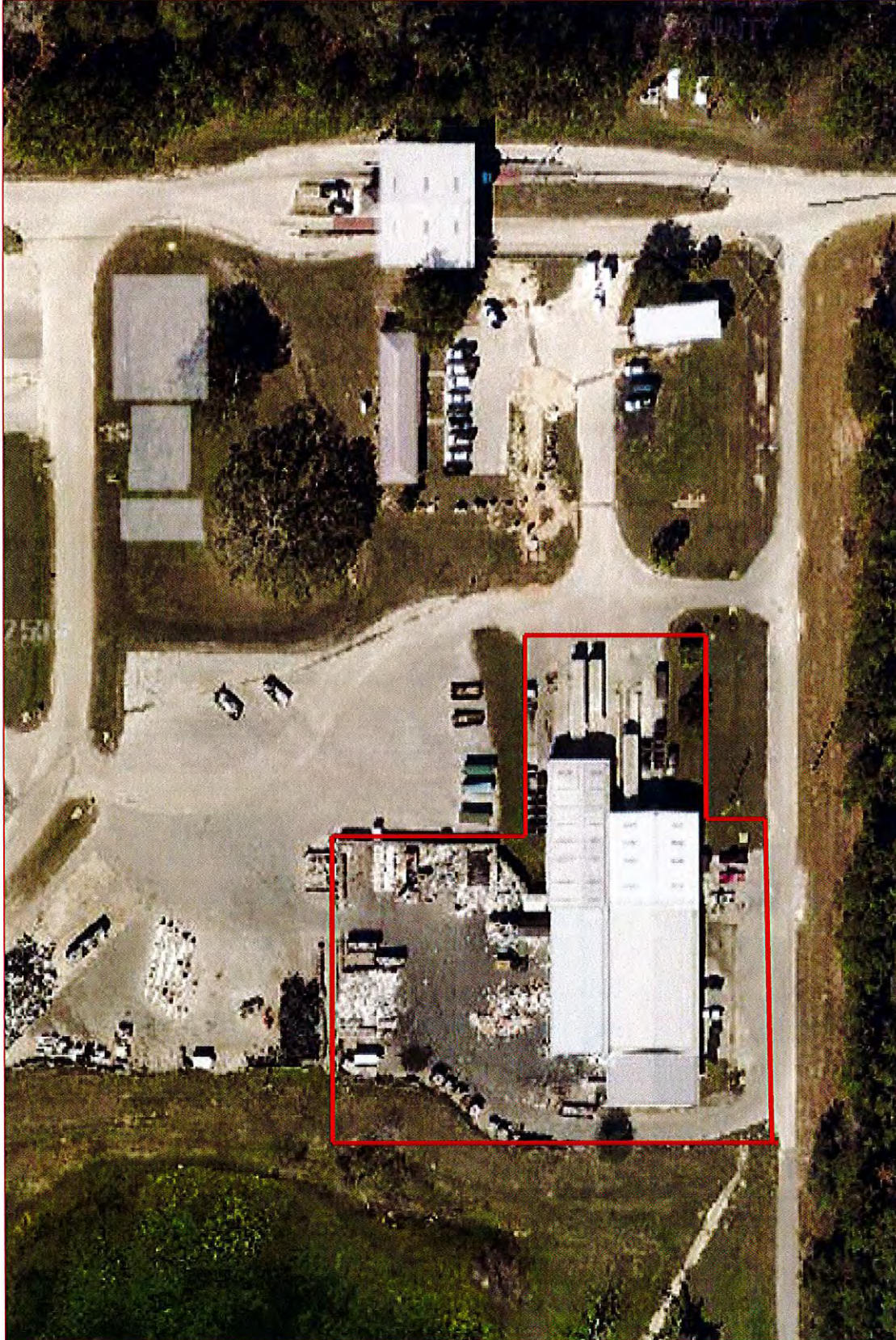
The Vendor/Contractor will also pay all costs incurred for the operation of the RMPC.

SECTION VIII - EXHIBITS

EXHIBIT D

SOLID WASTE AND RECYCLING FACILITY MAP





[Handwritten signature]

SECTION VIII - EXHIBITS

EXHIBIT E

**SAMPLE - RECYCLING MATERIAL
PROCESSING CENTER LEASE AGREEMENT**

THIS IS A LEASE AGREEMENT dated as of ____ day of _____, 20__ (the "Agreement") by and between **HERNANDO COUNTY, a political subdivision of the State of Florida**, (hereinafter referred to as the "Lessor" or the "County") and _____ (hereinafter referred to as the "Lessee"), individually and collectively referred to as the "Party" or "Parties".

WITNESSETH

WHEREAS, Hernando County owns certain property at 14450 Landfill Road, Brooksville, Florida, consisting of the RMPC and associated paved areas, and which is currently used and operated as a Recycling Material Processing Center (the "RMPC"); and,

WHEREAS, the **Lessee** is ready, willing and able to take over the operation of the RMPC, an area of approximately 21,600 square feet paved surface area with storm drainage system, outdoor lighting and designated parking as outlined in Exhibit I Premises, as such operation exists this date, as of Contract Award date of _____, subject to the terms and conditions herein; and,

WHEREAS, County staff has scheduled **Lessee's** bid for lease to be considered by the Board of County Commissioners (the "BOCC") at its _____, 20__ regularly scheduled Board meeting; and,

WHEREAS, the BOCC has determined, at its regularly scheduled Board meeting, that Contract Award is in the best means of continuing the operation of the RMPC; and,

WHEREAS, the Hernando County Board of County Commissioners has evaluated and revised the Solid Waste Management Program while providing a reasonable level of service for residents.

WHEREAS, the BOCC has further found that entering into this Agreement, based upon Contract Award, is in the "best interest of the County to do so" and that the instant **Lessee** is the best suitor under the present circumstances for the particular use that the BOCC has determined to be "the highest and best," *i.e.* the operation of the RMPC.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein by reference

ARTICLE I - PURPOSE STATEMENT

The purpose of this Agreement is to allow the continued operation of the RMPC by award of the Contract by the BOCC.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. Premises and Personal Property. Lessor leases that portion of real property with a street address of 14450 Landfill Road, Brooksville, FL 34614, an area of approximately 21,600 square feet paved surface area with storm drainage system, outdoor lighting and designated parking as outlined in Exhibit I Premises, containing the RMPC, and the Lessee hereby leases the Land and the Improvements from the Lessor pursuant to the terms and conditions in this Agreement. The Land and the Improvements shall hereinafter collectively be referred to as "Premises". Additionally, the Lessor agrees not to sell or remove any of the machinery, equipment or other personal property currently on the Premises.

2.B. No Warranties or Representations. Lessee accepts the Land and Improvements that constitute the Premises, including all buildings and equipment located on the Premises, in as As-Is condition.

2.C. Acceptance of Premises. Lessee further acknowledges that if it does not exercise its right to terminate this Agreement during the Due Diligence Period, it will have had adequate opportunity to inspect the Land and Improvements which constitute the Premises hereunder and that this shall be conclusive evidence against the Lessee that the Land was in good and satisfactory condition upon the expiration of the Due Diligence Period.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. Lessee shall enjoy the following exclusive rights on the Premises subject to the conditions of this Agreement and as further provided below:

- * Lessee shall use the Premises for a Recycling Materials Processing Center.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for the Premises may only be allowed with the prior written consent of the Lessor and which must be consistent with the current zoning of the property (see Appendix A, Article IV, Section 6.A of the Hernando County Code of Ordinances).

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Term. The lease term for this Agreement shall be consistent with Item 11.2 of Item 11 Contract Period of Section III – General Conditions of the Bid for Recyclable Processing.

4.B. Renewal Options. The term of any renewal options of the Lease Agreement shall be consistent with Item 11.2 of Item 11 Contract Period of Section III – General Conditions of the Bid for Recyclable Processing. At the time of renewal, all other terms and conditions of this Agreement shall remain the same.

4.C. Concurrent. The term of the Lease Agreement shall be concurrent with the term of the Contract resulting from the Bid for Recyclable Processing and that termination of the Contract shall automatically terminate the Lease Agreement.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy, including installation of utility meters. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary permits as are required by law for the operation and maintenance of the **Lessee's** business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish periodically and on a regular basis.

5.E. **Lessee** shall neither create nor permit to be caused or created upon the Premises any obnoxious odor, smoke or noxious gases or vapors.

5.F. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee's** working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

5.G. **Lessee** shall pay all disposal costs (tip fees) for any residue or rejected materials.

5.H. **Lessee** shall be responsible for furnishing all supplies and safety equipment necessary to successfully and safely receive and process all Recyclables delivered to the RMPC, and store and market the Recovered Materials.

5.I. **Lessee** shall be responsible for furnishing all rolling stock equipment such as fork-lifts, skid steer or bobcat or bucket loaders and a paper system.

5.J. **Lessee** shall not store Recyclable material or Recovered material in the RMPC paved areas unless fully contained and protected from the elements.

ARTICLE 6 - RENT

6.A. Rent: **Lessee** shall pay annual Rent in advance to the County, as a deduction against the first recycling compensation payment of each Contract year:

(1) annual Rent for each Lease Year of the Contract shall be \$ 12.00 .

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

The **Lessee** shall not mortgage, pledge or secure the Land or Improvements thereon.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor** does not have maintenance obligations under this Agreement.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations: **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B** below and shall also include immediate repair that may be required or necessary to keeping the machinery and equipment used in connection with the Premises functioning and in good operating order at all times. **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship.

9.B. Required Scheduled Maintenance to Premises: In addition to the **Lessee's** maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee's** obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule:

- (1) **Building Exterior:** Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed.
- (2) **Landscaping:** The landscaping shall be maintained in a manner consistent with good horticultural practices, and free of unsightly conditions.
- (3) **Electrical Service and HVAC:** Keep area free of debris and foreign objects at all times.
- (4) **Parking Lots:** Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term: In addition to the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas throughout the term of this Agreement *and* at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair.

9.D. Failure to Repair and Maintain Premises: If the **Lessee** fails to perform the **Lessee's** maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 25**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee's** maintenance responsibility shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor's** notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee's** Premises.

9.E. Lessee shall maintain all of the County's RMPC equipment in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including, but not limited to, all labor and parts, e.g., tires, filters, fluids and hoses. The **Lessee** shall maintain and open for inspection by the County all maintenance records on all equipment covered by this contract. Any equipment break-down needing repair shall be returned to proper working order within five (5) business days. For any equipment repairs exceeding five (5) business days, the **Lessee** shall notify the County of the delay and expected repair time-frame. When the equipment has been repaired to proper working order the **Lessee** shall notify the County when the equipment was placed back in service. The County retains the right to inspect the equipment to ensure proper repair has been performed. All repair and maintenance costs will be the responsibility of the **Lessee**.

9.F. Lessee shall maintain all of the County's RMPC building and grounds including repair of damage resulting from the normal operation of the RMPC. Said maintenance to include weekly janitorial services for the offices, meeting rooms, restrooms and landscape service to the RMPC grounds and equipment, as seasonal vegetative growth requires. The **Lessee** shall maintain and open for inspection by the County all maintenance records on all building, equipment and grounds covered by this Contract. Any damage needing repair shall be completed within five (5) business days. For any repairs exceeding five (5) business days, the **Lessee** shall notify the County of the delay and expected repair time-frame. When the damage has been repaired the **Lessee** shall notify the County. The County retains the right to inspect the repair to ensure proper repair has been performed. All repair and maintenance costs will be the responsibility of the **Lessee**.

9.G. Lessee shall collect at the end of each day all litter in and around the RMPC originating from the receipt of processing of Recyclables and will arrange for weekly sweeping or other cleaning of all paved areas on the RMPC grounds.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval: The **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**.

10.B. Conditions: If the **Lessee's** request for approval to make improvements or alterations is permitted pursuant to **Section 10.A**, the following conditions shall apply:

- (1) **Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.;
- (2) **Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County;
- (3) **Lessee** agrees to hire only licensed Contractors and Subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors;
- (4) **Lessee** shall comply with all then current building, permitting and licensing requirements;
- (5) **Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and
- (6) **Lessee** agrees to be solely responsible for any damage (other than normal wear and

tear) resulting from the removal by the **Lessee** of its personal property.

(7) **Lessee** will have the right to make additions or alterations to the RMPC and equipment during the term of the Contract upon prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Detailed documentation shall be submitted to the County with any request for alteration. The County shall not be obligated to reimburse the Vendor/Contractor for any additions or alterations undertaken by the **Lessee**. The **Lessee** shall remove additions or alterations, upon the County's request, and return the RMPC to its original condition, normal wear excepted, upon termination of this Lease.

(8) **Lessee** shall obtain and maintain insurance on any alterations or improvements during the Term of the Lease Agreement.

(9) Any alterations or improvements attached or affixed to the Land or any buildings thereon shall become the property of the Lessor at the end or termination of the Term of the Lease Agreement.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit, surrender in good repair, normal wear and tear excepted, and return peacefully, the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks and excepting all personal property and trade fixtures installed at the **Lessee's** expense. The **Lessee** agrees to repair within thirty (30) business days of termination, any damage caused by the removal of the **Lessee's** personal property or trade fixtures. The **Lessee** shall remove within thirty (30) business days, all personal property, fixtures, machinery, appurtenances and appliances installed in the RMPC so long as removal does not damage the RMPC. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor's** sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee's** personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. At termination of the Agreement, all material remaining at RMPC will remain the property of Hernando County. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default: The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**:

- (1) the conduct of any business or performance of any acts at or upon the Premises not specifically authorized in this Agreement or Contract resulting from the Bid for Recyclable Processing, or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor's** written notice to cease said business or acts;
- (2) the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement or Contract resulting from the Bid for Recyclable Processing, and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**;
- (3) the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part;



- (4) the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part;
- (6) the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets);
- (7) a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act;
- (8) the **Lessee** ceases to operate the RMPC on the Premises as required by **Section 3.A** herein;
- (9) the **Lessee** fails to substantially maintain the current hours of operation of 7:30 AM – 4:30 PM of the RMPC. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies: Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity:

- (1) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer;
- (2) the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee's** behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder;
- (3) the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee: Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor's** acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor's** waiver of such event of default unless

the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, shall include the expense of repossession, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession. Default under the Lease Agreement does not affect or relieve the obligations of the Contractor on the Bid for Recyclable Processing.

12.D. Lessee's Remedies: **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use the Premises for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

ARTICLE 13 - NO LIENS

13. Lessee shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee's** possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee's** act or omission. **Lessee's** Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. Lessee shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee's** occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. Lessee agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against

16.B.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.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....	\$2,000,000

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....	\$50,000
MEDICAL EXPENSE (Any one (1) person).....	\$5,000

16.B.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.

16.B.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.

16.B.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:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000
BODILY INJURY (Per Person).....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE.....	\$1,000,000

16.B.7. POLLUTION LIABILITY
Include exposures of pesticides/insecticides and herbicides.
Limits as follows:

No less than \$1,000,000 Per Occurrence
 \$1,000,000 Aggregate
 \$5,000 Medical Payment
 Additional Insured & Waiver of Subrogation required.

16.B.8. Property Insurance: N/A.

16.B.9. Business Interruption Insurance: **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance: The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor thirty (30) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage: In the event all or a portion of the Premises are partially damaged, but not rendered untenable, due to the negligence of the **Lessee**, the **Lessee** will make the repairs immediately, at its own cost and expense. In connection therewith, **Lessee** shall obtain all required permits and licenses necessary for such repairs; all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **Lessee** shall to hire only licensed contractors and subcontractors; and all repairs shall be subject to approval by the Hernando County Solid Waste Department and/or Facilities Maintenance. Notwithstanding the foregoing, the County, in its sole direction, may elect to make, or cause to have made, said repairs under its property insurance coverage and in which event the County and/or its insurer shall have a claim for subrogation, contribution or payment from the **Lessee** for the costs of said repairs caused or occasioned by the **Lessee's** negligence. Damage of the Premises does not affect or relieve the obligations of the Contractor under the Bid for Recyclable Processing.

17.B. Complete Destruction: In the event the Premises are completely destroyed or made untenable due to the negligence of the **Lessee**, then the **Lessee** shall fully restore the Premises within twelve (12) months, at its own cost and expense. In connection therewith, **Lessee** shall obtain all required permits and licenses necessary for such restoration/repairs; all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **Lessee** shall to hire only licensed contractors and subcontractors; and all restoration/repairs shall be subject to approval by the Hernando County Solid Waste and/or Facilities Maintenance. Notwithstanding the foregoing, the County, in its sole direction, may elect to make, or cause to have made, said restoration/repairs under its property insurance coverage and in which event the County and/or its insurer shall have a claim for subrogation, contribution or payment from the **Lessee** for the costs of said restoration/repairs caused or occasioned by the **Lessee's**

negligence. Destruction of the Premises does not affect or relieve the obligations of the Contractor under the Bid for Recyclable Processing.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances: The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.* (Current Edition), and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation.

18.B. General Conditions: Environmental: Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee's** operations on the Premises, the following:

18.B.1. Lessee agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee's** operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its

employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee's** violation or noncompliance.

18.B.2. Lessee agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Premises.

18.B.3. Lessee agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.4. Lessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.1** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee's** agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.C. General Conditions: Stormwater: **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.D. General Conditions: Solid and Hazardous Waste: The **Lessee** shall not generate or maintain Hazardous Waste (as defined above).

18.E. Installation of Underground Tanks: **Lessee** shall not install underground storage tanks of any kind.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. Lessee and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Premises. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - RIGHT OF ENTRY

20. **Lessor** shall have the right, but not the obligation, to enter the Premises, upon reasonable advance notice during normal business hours, for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring the **Lessee's** compliance with the terms of this Agreement.

ARTICLE 21 - ENJOYMENT

21. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 22 - ASSIGNMENT AND SUBLETTING

22. **Lessee** shall not voluntarily assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

ARTICLE 23 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

23. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

ARTICLE 24 - NOTICES AND COMMUNICATIONS

24. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR:
**SOLID WASTE AND RECYCLING,
14450 LANDFILL RD.,
BROOKSVILLE, FL 34614**

TO LESSEE:

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (e.g. FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 25 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

25. This Agreement shall be read in conjunction with the Invitation to Bid (ITB) No. 21-T00030/DK and represents an understanding between the Parties, and any other prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all applicable laws and regulations. If a conflict arises between this Agreement and the ITB, the language of the ITB shall settle the dispute.

ARTICLE 26 - SEVERABILITY

26. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 27 - BINDING EFFECT

27. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns and shall be binding upon the **Lessee** and its successors and assigns (subject to **Article 22** above).

ARTICLE 28 - MISCELLANEOUS

28.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

28.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the **Lessor** and the **Lessee** have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

(LESSEE)

By: _____

[name, title and date]

Attest

Attest

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)**

Attest: _____

By: _____

Date

