

SOLICITATION - OFFER - AWARD

SOLICITATION NO: 25-T01017/JG	SOLICITATION TITLE: Refuse Containers and Collection Service	DATE ISSUED: September 10, 2025	CONTRACT NO: 25-T01017/JG
ISSUED BY: BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA Brian Hawkins, Chair Jerry Campbell, Vice Chair John Allocco, Second Vice Chair Steve Champion Ryan Amsler		SUBMIT BID OFFER TO: HERNANDO COUNTY PROCUREMENT DEPARTMENT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 Carla Rossiter-Smith Chief Procurement Officer	

SOLICITATION


SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF Procurement DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <http://secure.procurenow.com/portal/hermandocounty>. ON **October 6, 2025**, 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 AT **10:00 A.M. ON October 6, 2025**. PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the <u>Refuse Containers and Collection Service</u> , as described in the specifications. (SEE ATTACHED SPECIFICATIONS)	X	XXXXXX	XXXXXXXXXX	\$ 46,594.08

OFFER

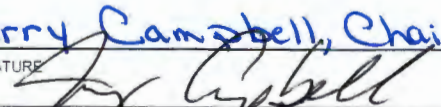
(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

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: <u>0</u> % 10 CALENDAR DAYS <u>0</u> % 20 CALENDAR DAYS <u>0</u> % 0 CALENDAR DAYS			
BIDDER'S INFORMATION Coastal Waste & Recycling, Inc. Company Name 4950 Communication Ave - Suite 920 Address Boca Raton Florida 33431 City State Zip Code 954-947-4000 Not Applicable bids@coastalwasteinc.com Phone Number Fax Number Email Address		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE  Print Name: Matthew Cowan Title: Secretary	
		OFFER DATE 10/1/2025	

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY ACCEPTED AS TO ITEM(S) NO: SUBMIT INVOICES TO Hernando County Facilities Department 1525 E. Jefferson St. Brooksville, FL 34601	LR NO.: AMOUNT: ACCOUNTING CODE: NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: Jerry Campbell, Chairman SIGNATURE  AWARD DATE: 11-18-2025
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REFUSE CONTAINERS AND COLLECTION SERVICE

25-T01017/JG

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Refuse Containers and Collection Service

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Attachments:

A - Equipment List and Facilities List

B - List of personnel

C - Hernando County Employment Disclosure

D – Anti Human Trafficking Affidavit

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

Jerry Campbell, Vice Chairman

John Allocco, Second Vice Chairman

Steve Champion

Ryan Amsler

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

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

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, October 6, 2025. 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 AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, October 6, 2025. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Janaya Swanson, Contract Agent

(352) 754-4020

jswanson@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

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

SOLICITATION # 25-T01017/JG

FOR

Refuse Containers and Collection Service

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in providing refuse containers and collection services at the locations and within the limits specified and described in this solicitation, in Hernando County, Florida.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, October 6, 2025, via Hernando County Procurement's eProcurement Portal. Only electronic submittals through the eProcurement portal shall be accepted by the County.

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

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

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate

evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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

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

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

2.2. NON-MANDATORY PRE-BID CONFERENCE

NON-MANDATORY PRE-BID CONFERENCE:

- A. Non-Mandatory Pre-Bid Conference will be held Wednesday, September 10, 2025, at 10:00 am at the Hernando County Facilities Department, Hernando County Facilities Department, 1525 E. Jefferson St., Brooksville, FL 34601.

3. **AWARD**

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Department submitting Purchase Order

Wastewater Operations – 15400 Wison Rd Brooksville, FL 34601

County Extension Service – 16110 Aviation Loop Drive Brooksville, FL 34601

Facilities – 1525 E Jefferson St Building A. Brooksville, FL 34601

Hernando County Fire Rescue – 15470 Flight Path Drive Brooksville, FL 34604

Library – 238 Howell Ave Brooksville, FL 34601

Airport Operations – 15800 Flight Path Drive Brooksville, FL 34604

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- A. **BIDDER:** The dealer/manufacturer, Vendor/Contractor or business organization submitting a bid to the County in response to this solicitation. Sometimes referred to as “proposer” or “respondent”.
- B. **CHANGE ORDER:** The written order issued by the County, County Designated Representative or Engineer, to the Vendor/Contractor and 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 or an adjustment in the contract price or contract time, after the effective date of the signed contract.
- C. **CONTRACT:** The written agreement executed by the County and Vendor/Contractor for the performance of work and the other documents (including but not limited to the Solicitation-Offer-Award in its entirety, and the plans, specifications, notice to bidders, proposal, surety bonds, addenda, bid documents and other documents) whether attached thereto or not.
- D. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- E. **F.S.:** Florida Statutes; version in effect on the effective date of the contract, unless otherwise indicated.
- F. **PUBLIC OPENING:** The opening of the bids or proposals received in response to this solicitation, and the announcing of the bidders/proposers that submitted the bids/proposals received in response to this solicitation, in the presence of the public.
- G. **SOLICITATION:** This Invitation to Bid (“ITB”), Request for Proposals (“RFP”) or Request for Quotes (“RFQ”), whichever applies.
- H. **VENDOR/CONTRACTOR:** The bidder awarded a contract by the County for the furnishing of goods or services.

4.2. AVAILABILITY OF BIDDING DOCUMENTS

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's [eProcurement Portal](#). For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's [eProcurement Portal](#) Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

- A. Interested firms are required to register via the County's eProcurement Portal . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.
- B. Submit Bids via the Hernando County's eProcurement Portal. 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 wi-fi connection or speed, power outage or any other occurrence.
1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
 2. The County will not honor any explanation or change in the bid documents unless a written addendum has been issued.
 3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
 4. All bids must be firm for a period of ninety (90) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
 5. No material, labor, or facilities will be furnished by the County unless specifically stated.
 6. 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 its rejection.
 7. 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 instructions 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 they have conducted such examinations.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project Q&A Tab before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. BID OPENING:

Bids received after the date and time disclosed in this Solicitation 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, Section 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

4.5. 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:

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab. Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hernandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified as the Question Submission Deadline of Monday, September 15, 2025.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.6. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.7. WITHDRAWAL OF BIDS:

Bids may be withdrawn via the County's eProcurement Portal prior to the time fixed for public 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.

4.8. 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 the Hernando County Procurement Manual, Section 22, which can be found

at <http://www.hernandocounty.us/home/showpublisheddocument/9013>. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.9. FOREIGN COUNTRIES OF CONCERN

Pursuant to Florida Statutes, Section 287.138, effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE; Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. **GENERAL CONDITIONS**

5.1. CONTRACT PERIOD:

- A. 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.
- B. The period of the Contract shall extend for three (3) years from contract effective date.
- C. **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 two (2) 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.

- D. 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.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices 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.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. 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.
- D. 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.
- E. **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.**

5.3. QUALIFICATION OF BIDDERS:

- A. 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 their bid:
 - 1. List of substantially similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, brief description, dates of contract, names, addresses, telephone numbers and email addresses of owners (see Questionnaire). These references must be for work performed within the past seven (7) years.
 - 2. List of equipment and facilities available to do work.
 - 3. List of personnel, by name and title, contemplated to perform the work.
- B. **Failure to submit this information may be cause for rejection of your bid.**

5.4. BID EVALUATION AND AWARD:

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. A Vendor/Contractor shall not be qualified to bid when investigation by the Chief Procurement Officer of that Vendor/Contractor is either delinquent on a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

5.5. BID EVALUATION AND AWARD (continued) "All-or-None"

- A. Award shall be made on an "All-or-None Total Offer" basis to the lowest, 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.

5.6. BID EVALUATION AND AWARD (continued)

- A. 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.
- B. The County shall be the sole judge as to the relative merits of the bids received.
- C. 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.

- D. 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.
- E. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.

5.7. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bids, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
 - 1. In bidding for or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00.
 - 2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
 - 3. In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.
- C. Definitions:
 - 1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue,

and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
 - d. Any additional information necessary to verify local vendor status.
- D. 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.
- E. Exemptions:
 1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
 2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
 4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
 5. Purchases with an estimated cost of \$10,000.00 or less.
 6. Appeal: If an application for a "local vendor/contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.8. HOURS:

Work may be performed between the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays (See attached 2025 Holiday Schedule). Please note specific location requirements in Section 7.2 Technical Requirements. 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.

5.9. 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.

5.10. DELIVERY AND ACCEPTANCE:

- A. 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.
- B. 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 corrective 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 Contractor, and the County shall not be liable for payment for any portion thereof.
- C. Unless otherwise specified, services shall be performed as described in these contract documents.
- D. 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.

5.11. 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. A Vendor/Contractor shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded contract or in litigation with Hernando County regarding a previously awarded contract.

5.12. 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 it deems 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.

5.13. 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.

5.14. NON-PERFORMANCE:

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.

- A. 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 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.

5.15. 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.

5.16. 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, on public entity crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.17. 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 their designee.

5.18. 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.

5.19. 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 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 \$50,000.00 (cap) will be approved by the Chief Procurement Officer or its designee. Once the \$50,000.00 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 Vendor/Contractor and County (subject to approval by the Chief Procurement Officer and/or Board of County Commissioners – as applicable) shall the Vendor/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 Chief Procurement Officer or Board of County Commissioners (as approvable) and,
- B. It is the Vendor/Contractor'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.

5.20. TAXES:

- A. The Board of County Commissioners, Hernando County, Florida, has the following Tax Exemption Certificates assigned:
 - 1. **Florida Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**
- B. 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. and applicable rules of the Department of Revenue).

5.21. 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 they are 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 their 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 they are bidding on and will be required to furnish goods identical to the bid standard as specified.

5.22. 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, regardless of 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.

5.23. TERMINATION:

A. Termination for Default:

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:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
 - c. Make progress so as to endanger performance of this contract.
 - d. Perform any of the other provisions of this contract.

2. Prior to termination for default, the County will provide adequate written notice to the Vendor/Contractor through the Chief Procurement Officer, Procurement Department, affording them 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's 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.
 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:
 - a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
 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.
- B. 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.

5.24. 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 the contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.25. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

- A. 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.
- B. 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 it ordered, received, and accepted. No agency incurs any liability by virtue of any other government entity using the contract resulting from this bid.

5.26. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submitting a bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that:

- A. The prices in the bid, or as to any matter relating to such prices, have been arrived at independently without consultation, collusion, communication, or agreement with any other Bidder or with any other competitor for the purpose of restricting competition.
- B. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, directly or indirectly, by the Bidder prior to opening to any other Bidder or to any competitor.

5.27. 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.

5.28. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations it deems necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of a Bidder's competency or financial ability is not satisfactory, the County reserves the right to reject such Bidder's bid.

5.29. 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, Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. 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., or as otherwise provided by law.
- C. 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,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor/Contractor 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.
- E. 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.

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

Per Florida Statute, Section 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.30. PAYMENT:

- A. 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: The Hernando County department where the refuse container(s) are located. Addresses to be provide on purchase orders.
- B. Each invoice shall give a detailed breakdown of the services provided.

- C. 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.
- D. Payment will be made in no less than forty-five (45) days, per Florida Statute, Section 218.74. Payment terms in conflict with the payment terms of the Contract are not acceptable and may be cause for rejection.
- E. 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.

5.31. CONFLICT OF INTEREST:

- A. 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 (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, 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.
- B. 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:
 - 1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 - 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.
- C. Conflict of Interest Exception: 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.
- D. 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 (1) year of that employee's

separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.32. GRATUITIES AND KICKBACKS:

- A. 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 therefor, shall not accept any gratuities.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor/Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

5.33. E-VERIFY:

- A. 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).
- B. 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.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

1. The County's Procurement Department at (352) 754-4020: and
 2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE
- D. 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.
- E. Vendor/Contractor is required to incorporate the following IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 2. Use the Social Security Number verification service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
 3. Establish a written hiring and employment eligibility verification policy.
 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 8. Establish a program to assess subcontractors' 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 subcontractor agreements.
 9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.34. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTES, SECTIONS 287.135 AND 215.473:

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 Florida Statutes, Section 287.135, as amended from time to time.

5.35. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

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

property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

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

1. Workers' Compensation: As required by law:

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

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability

assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

a. Coverage as follows:

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

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

- i. FIRE DAMAGE (Any one (1) fire. \$50,000.00
- ii. MEDICAL EXPENSE (Any one (1) person). \$5,000.00

- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL). \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person). \$1,000,000.00
 - ii. BODILY INJURY (Per Accident) \$1,000,000.00
 - iii. PROPERTY DAMAGE..... \$1,000,000.00
- 6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.
 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

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

5.36. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$2,000,000.00. Limits can be increased, based on contract.

5.37. MINIMUM WAGE RATES:

- A. The Vendor/Contractor shall be required to pay their employees no less than the Federal minimum wage rate.
- B. 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.
- C. The County reserves the right, in its sole discretion, to inspect the payroll records of the Vendor/Contractor to determine whether the Vendor/Contractor is complying with Federal wage and hour law.

5.38. SAFETY PRECAUTIONS:

- A. The Vendor/Contractor shall be responsible for instructing their 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.
- B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation (FDOT) and Occupational Safety and Health Administration (OSHA) requirements.

5.39. RESPONSIVE/RESPONSIBLE:

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.) at the time the Bidder submits its bid. 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-responsible.** 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 evidence of their qualifications that the County deems necessary. The County 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 the Bidder/Vendor/Contractor of such responsibility

5.40. CONE OF SILENCE

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

5.41. CLAIMS

- A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

- B. 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 Section titled "PRICE ADJUSTMENT". 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).
- C. 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 (1) of the following actions in writing:
 - 1. Deny the claim in whole or in part,
 - 2. Approve the claim, or
 - 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.
- D. 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.
- E. 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 Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

5.42. DISPUTE RESOLUTION:

- A. 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.

- B. 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.
- C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Section titled "CLAIMS" shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
 - 1. Agrees with the other party to submit the claim to another dispute resolution process, or
 - 2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6. SPECIAL CONDITIONS

6.1. 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.

6.2. LICENSES AND PERMITS:

- A. It shall be the responsibility of the Bidder to obtain, at no additional cost to the County, any and all licenses required to complete this contractual service. 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.
- B. 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 permits required to complete this contractual service. These permits shall be readily available for review by the Chief Procurement Officer or their designee.

6.3. PRE-WORK MEETING

Within fourteen (14) days after the effective date of the contract, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6.4. PERFORMANCE

- A. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall

be no later than ten (10) calendar days from receipt of the purchase order. Bids which fail to meet this requirement shall be rejected.

- B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the order or contract, and all other applicable remedies available to the County under State law.
- C. 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.
- D. 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 Procurement Department for the period from the required scheduled commencement date until performance of services covered in the Invitation to Bid is completed.

- E. 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.

6.5. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

6.6. DEBRIS

Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

6.7. PROTECTION OF PROPERTY/SECURITY:

- A. 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.
- B. 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 their agent.
- C. The Vendor/Contractor will not hold Hernando County responsible and releases Hernando County from any liability costs and expenses in connection with, resulting from or arising out of damage, loss, or theft of any machinery, equipment, tools, supplies and/or materials owned by the Vendor/Contractor and stored on County property.

6.8. PRICING-FFP

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.

6.9. PRICE ADJUSTMENT:

Written request for price adjustments may be made every twelve (12) months at time of renewal and 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. 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. 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.

6.10. MARKET CONDITIONS:

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

6.11. CHANGES - SERVICE CONTRACTS:

- A. 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:
 - 1. Description of services to be performed.
 - 2. Time of performance (i.e., hours of the day, days of the week, etc.).
 - 3. Place of performance of the services.
- B. 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.
- C. 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 Procurement Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

6.12. METHOD OF ORDERING:

The County will issue purchase orders against the contract on an as-needed-basis for the supplies or services listed on the Bid Form.

6.13. 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.**

The current Federal clauses and forms related to an emergency/hurricane or disaster will be provided for review and signature as needed. Current versions may be viewed at www.fema.gov under Contract Provisions Templates.

6.14. REQUIREMENTS CONTRACT:

This is a requirements contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County, except as otherwise provided herein. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

6.15. ESTIMATED QUANTITIES:

Hernando County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the Bid Form attached to these bid documents. It is understood by all Bidder's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract. The contract resulting from this solicitation shall be non-exclusive and the County may procure the goods or services covered by the contract from other sources at its discretion.

6.16. 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. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's contract.

6.17. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: 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.

6.18. EQUIPMENT LIST:

Bidders shall submit with the bid a listing of all equipment which Bidders will use in the performance of

this contract, including (as applicable) 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.

7. SCOPE AND SPECIFICATIONS

7.1. Performance Requirements

Vendor/Contractor shall perform the following services, including, but not limited to:

- A. Provide, deliver, and maintain containers on site and sized as required per contract/service schedules.
- B. Provide equipment and operators to empty containers per pick-up service schedules.
- C. Provide all materials, parts, and labor as necessary.
- D. Pricing entered in the Pricing Proposal shall include offloading disposal fees at any Landfill site, which are the direct responsibility of the Vendor/Contractor.
- E. Vendor/Contractor shall provide the County with current phone, cell and/or pager number for the County to report missed pick-up to Vendor/Contractor and to schedule next day pick-up. After three (3) missed pick-up and rescheduled days, Vendor/Contractor may be considered in breach of contract and further action may be sought according to Paragraph 5.23. Termination.

7.2. Technical Requirements

- A. Containers:
 - 1. All containers shall be delivered and maintained in sanitary, mechanically, and electrically (as applicable) sound, and aesthetically pleasing physical condition. Vendor/Contractor shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs.
 - 2. If necessary, the removal of the current provider's containers and the installation of the awarded Vendor/Contractor's replacement containers shall be scheduled and coordinated by the County and its Departments prior to the start of the Contract.
 - 3. Container Size(s): Two (2) Cubic Yards through Eight (8) Cubic Yards, depending on location and department needs.
 - 4. Vendor/Contractor shall maintain the container including paint and hardware, clean containers from odor as required, spray twice a month for odors and pests. If, during the Contract period, a container sustains obvious damages, it must be replaced by the Vendor/Contractor without charge.
 - 5. Where required, containers and/or access gates shall be provided with locks at the Vendor/Contractor's expense to ensure their access to those locations.

B. Pick-Up Service:

1. Pick-up frequencies are outlined by location in Pricing Proposal, Section 8.

2. Once-a-week pick-up shall be no more than seven (7) days apart; twice-a-week pick-up shall be no more than three (3) days apart; three (3) days a week pick-up shall be no more than two (2) days apart excluding County Holidays.
3. When normal scheduled day for pick-up is missed, the Vendor/Contractor must call the County to make arrangements for next day pick-up (or pick-up within no more than 48 hours).
4. Bidder shall submit pick-up schedule to be approved by County prior to commencement of services.
5. Servicing of containers includes picking up of overflow refuse around containers.
6. Any deviations from the terms, conditions and specifications and/or performance specifications listed herein shall be clearly indicated; otherwise, it will be considered that the services offered are in strict compliance with these contract documents and the Vendor/Contractor will be held responsible, therefore.

C. Locations:

1. Airport Services: The dumpsters shall be located behind the electric gate. To ensure access to the dumpster, pick-up shall be performed Monday to Friday only, from 7:30 a.m. to 4:30 p.m. Special consideration of location shall be adhered to when servicing the containers at the Hernando County Airport due to aircraft movement in the area where the dumpsters are maintained.
 - a. Brooksville-Tampa Bay Regional Airport, 15800 Flight Path Dr., Brooksville, FL 34604
 - b. North Hangar Area, 16316 Flight Path Dr., Brooksville, FL 34604
 - c. Southeast Hangar Area, 2165 American Flyer Way, Brooksville, FL 34604
2. Hernando County Facilities
 - a. Westside Health Department, 7551 Forest Oaks Blvd., Spring Hill, FL 34606
 - b. Westside Government Center, 7465 Forest Oaks Blvd., Spring Hill, FL 34606 (Two Dumpsters)
 - c. Hernando County Administration, 15470 Flight Path Dr., Brooksville, FL 34604
 - d. Chinsegut Hut, 22495 Chinsegut Hill Rd., Brooksville, FL 34601
3. UF/IFAS Extension Hernando County
 - a. Hernando County Extension, 16110 Aviation Loop Dr., Brooksville, FL 34604
4. Library Facilities:
 - a. East Hernando Library, 6457 Windmere Road, Brooksville, FL 34602 (WITH LOCK)

- b. Spring Hill Library, 9220 Spring Hill Drive, Spring Hill, FL 34608 (WITH LOCK)
 - c. West Hernando Library, 6335 Blackbird Avenue, Brooksville, FL 34613 (WITH LOCK)
5. Parks and Recreation: All facilities open at 8:00 a.m. Forty-eight (48) hours before a holiday when there will be no pick-up service, the Vendor/Contractor is required to contact the Parks and Recreation Department to arrange for potential additional service/schedule changes. **Note: Pick-up at these locations will only be needed until 12/31/2025.**
- a. Parks and Recreation Department Admin., 16161 Flight Path Dr., Brooksville, FL 34604
 - b. Alfred McKethan Park (Pine Island), 10840 Pine Island Dr., Brooksville, FL 34604 - It is imperative that disposal services are performed between 8:00 a.m. and 9:30 a.m. and no later than 9:30 a.m. This location experiences heavy traffic. (Two Dumpsters)
 - c. Anderson Snow Park, 1360 Anderson Snow Rd., Spring Hill, FL 34609 (WITH LOCK)
 - d. Anderson Snow Splash Park, 1360 Anderson Snow Rd, Spring Hill, FL 34609. Twice a week until November 1st then once a week from Nov 2 to December 13. No service after December 13. (WITH LOCK)
 - e. Bayport Park, 4140 Cortez Blvd., Spring Hill, FL 34607
 - f. Coach Lorenzo Hamilton, Sr. Park, 899 Kennedy Blvd., Brooksville, FL 34601 (WITH LOCK)
 - g. Delta Woods Park, 3400 Deltona Blvd., Spring Hill, FL 34606 (WITH LOCK)
 - h. Ernie Wever Youth Park, 19473 Youth Dr., Brooksville, FL 34601
 - i. Kennedy Park, 1000 Kennedy Blvd., Brooksville, FL 34601 (WITH LOCK)
 - j. Lake House, 1202 Kenlake Ave., Spring Hill, FL 34606 (WITH LOCK)
 - k. Linda Pederson Park, 6401 Shoal Line Blvd., Spring Hill, FL 34607 (Two Dumpsters)
 - l. Pioneer Park, 6799 Pinehurst Dr., Spring Hill, FL 34606 (WITH LOCK)
 - m. Ridge Manor Community Park, 34030 Ridge Manor Blvd., Ridge Manor, FL 33523
 - n. Rogers Park, 7244 Shoal Line Blvd., Spring Hill, FL 33523 - It is imperative that disposal services are performed between 8:00 a.m. and 9:30 a.m. and no later than 9:30 a.m. This location experiences heavy traffic.
 - o. Rotary Centennial Park, 10375 Sandlor St., Spring Hill, FL 34608 (WITH LOCK)
 - p. Veterans Memorial Park, 12254 Spring Hill Dr., Spring Hill, FL 34609 (WITH LOCK)
6. Hernando County Fire Rescue:
- a. Station 1, 1479 Parker Ave., Spring Hill, FL (WITH LOCK)
 - b. Station 2, 3445 Bob Hartung Ct., Spring Hill, FL 34606

- c. Station 3, 13240 Spring Hill Dr., Spring Hill, FL 34609
 - d. Station 4, 5083 Mariner Blvd., Spring Hill, FL 34608
 - e. Station 5, 9252 Spring Hill Dr., Spring Hill, FL 34608
 - f. Station 6, Shoal Line Blvd., Spring Hill, FL 34607
 - g. Station 11, 6388 Barclay Ave., Spring Hill, FL 34613
 - h. Station 12, 6335 Ovenbird Rd., Spring Hill, FL 34613
 - i. Station 13, 15370 Centralia Rd., Brooksville, FL 34614
 - j. Station 14, 3001 Broad St., Brooksville, FL 34604
 - k. Station 21, 26671 Mondon Hill Rd., Brooksville, FL 34601
 - l. Station 22, 32409 Cortez Blvd., Ridge Manor, FL 33523
 - m. Station 23, 24064 Lake Lindsey Rd., Brooksville, FL 34601
 - n. Fire Rescue Logistics Building, 7300 Winter St., Brooksville, FL 34613
7. Utility Facilities:
- a. HCUD Administration Bldg., 15365 Cortez Blvd., Brooksville, FL 34613
 - b. Airport Septic Receiving Station, 1350 Downwind Way, Brooksville, FL (WITH LOCK) Pickups Monday, Wednesday and Friday
 - c. Airport Wastewater Reclamation Facility (WRF), 1400 Downwind Way, Brooksville, FL 34604 (CONTAINS GRIT) Pickups Monday, Wednesday and Friday
 - d. Airport Subregional Water Reclamation Facility, 15200 Downwind Way, Brooksville, FL (WWTP) (WITH LOCK)
 - e. Glen Subregional Water Reclamation Facility, 11354 Hexam Rd., Brooksville, FL (WWTP) (WITH LOCK)
 - f. Glen Septic Receiving Station, 11354 Hexam Rd., Brooksville, FL 34613
 - g. Ridge Manor West Subregional Wastewater Treatment Plant (WWTP), 5095 Kettering Rd., Brooksville, FL 34602 (WITH LOCK)
 - h. Spring Hill Water Reclamation Facility (WRF), 2514 Osowaw Blvd., Spring Hill, FL 34607 (WITH LOCKS)
 - i. Wiscon Maintenance Facility, 15400 Wiscon Rd., Brooksville, FL (WITH LOCK)
 - j. Spring Hill Water Reclamation Facility (WRF), 2514 Osowaw Blvd., Spring Hill, FL 34607 (WITH LOCKS)

- k. Wiscon Maintenance Facility, 15400 Wiscon Rd., Brooksville, FL 34601 (WITH LOCK)
 - l. Wiscon Maintenance Facility (Near Back Warehouse), 15400 Wiscon Rd., Brooksville, FL 34601 (NO WHEELS)
 - m. NOTE: The above water reclamation facilities may contain, but are not limited to, sand, and grit from grit classifiers at the plants; plastic products; small stones; rags and stringy material from bar screens; grease that has been netted out of the system and dumped at the plants, office trash and paper. The Vendor/Contractor shall be aware that the contents may be wet and will increase the overall weight of the container.
8. Access Keys: The Vendor/Contractor shall retain any key(s) for the required locks and shall ensure that upon completion of service the above facilities are closed and secured. Locks shall remain on the chains provided by the Department(s) at all times. Upon termination of the contract, locks shall be returned to the Vendor/Contractor.
- D. Personnel: Vendor/Contractor shall employ sufficient qualified personnel to perform the services specified herein in a timely, professional manner. The Vendor/Contractor shall insure that each of its representatives operating a motor vehicle in performance of the Vendor/Contractor's responsibilities herein is properly licensed by the State of Florida for the operation and class requirement for each vehicle and vehicle operator.

8. PRICING PROPOSAL

ITB NO.25-T01017/JG. - Refuse Containers and Collection Service

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.

There are no guarantees that the County will utilize the per year estimates and may exceed the estimates identified.

Bidder shall enter pricing per pickup for all containers listed at each location.

REFUSE CONTAINERS AND COLLECTION SERVICE

Bidders shall enter their pricing for one pick-up, per location, for the number and size of containers specified for each location. Unit Cost entered will be multiplied by the Quantity (Frequency Per Year) to arrive at the estimated annual cost of the service for each location line item.

Invitation to Bid #25-T01017/JG
Title: Refuse Containers and Collection Service

REFUSE CONTAINERS AND COLLECTION SERVICE	Description	Quantity (Frequency Per Year)	Unit of Measure	Unit Cost	Total	Container Size	# of Containers	Monthly
Coastal Waste & Recycling Inc								
AIRPORT (GATED ACCESS)								
1	Brooksville-Tampa Bay Regional Airport, 15800 Flight Path Dr., Brooksville, FL 34604	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
2	North Hangar Area, 16316 Flight Path Dr., Brooksville, FL 34604	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
3	South East Hangar Area, 2165 American Flyer Way, Brooksville, FL 34604	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
HERNANDO COUNTY FACILITIES								
4	Westside Health Department, 7551 Forest Oaks Blvd., Spring Hill, FL 34606	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
5	Westside Government Center, 7465 Forest Oaks Blvd., Spring Hill, FL 34606	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
6	Westside Government Center, 7465 Forest Oaks Blvd., Spring Hill, FL 34606	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
7	Hernando County Administration, 15470 Flight Path Dr., Brooksville, FL 34604	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
8	Chinsegut Hut, 22495 Chinsegut Hill Rd., Brooksville, FL 34601	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
UF/IFAS EXTENSION HERNANDO COUNTY								
9	Hernando County Extension, 16110 Aviation Loop Dr., Brooksville, FL 34604	26	Pick-Up	\$10.48	\$272.48	2 CU YD	1	22.69
HERNANDO COUNTY LIBRARIES (WITH LOCKS)								
10	East Hernando Branch Library, 6457 Windemere Rd., Brooksville, FL 34602	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
11	Spring Hill Branch Library, 9220 Spring Hill Dr., Spring Hill, FL 34608	52	Pick-Up	\$31.44	\$1,634.88	6 CU YD	1	136.14
12	West Hernando Branch Library, 6335 Blackbird Ave., Brooksville, FL 34613	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
HERNANDO COUNTY FIRE RESCUE								
31	Station 1, 1479 Parker Ave., Spring Hill, FL 34606 (WITH LOCK)	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
32	Station 2, 3445 Bob Hartung Ct., Spring Hill, FL 34606	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
33	Station 3, 13240 Spring Hill Dr., Spring Hill, FL 34609	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
34	Station 4, 5083 Mariner Blvd., Spring Hill, FL 34608	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
35	Station 5, 9252 Spring Hill Dr., Spring Hill, FL 34608	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
36	Station 6, Shoal Line Blvd., Spring Hill, FL 34607	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
37	Station 11, 6388 Barclay Ave., Spring Hill, FL 34613	52	Pick-Up	\$31.44	\$1,634.88	6 CU YD	1	136.14
38	Station 12, 6335 Ovenbird Rd., Spring Hill, FL 34613	52	Pick-Up	\$31.44	\$1,634.88	6 CU YD	1	136.14
39	Station 13, 15370 Centralia Rd., Brooksville, FL 34614	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
40	Station 14, 3001 Broad St., Brooksville, FL 34604	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
41	Station 21, 26671 Mondon Hill Rd., Brooksville, FL 34601	52	Pick-Up	\$31.44	\$1,634.88	6 CU YD	1	136.14
42	Station 22, 32409 Cortez Blvd., Ridge Manor, FL 33523	52	Pick-Up	\$31.44	\$1,634.88	6 CU YD	1	136.14
43	Station 23, 24064 Lake Lindsey Rd., Brooksville, FL 34601	52	Pick-Up	\$20.96	\$1,089.92	4 CU YD	1	90.76
44	Fire Rescue Logistics Building, 7300 Winter St., Brooksville, FL 34613	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
HERNANDO COUNTY UTILITIES								
45	HCUD Administration Bldg., 15365 Cortez Blvd., Brooksville, FL 34613	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
46	Airport Septic Receiving Station, 1350 Downwind Way., Brooksville, FL 34604 Pickups Monday, Wednesday and Friday (With Wheels)	156	Pick-Up	\$10.48	\$1,634.88	2 CU YD	1	136.14
47	Airport Wastewater Reclamation Facility (WRF), 1400 Downwind Way., Brooksville, FL 34604 (CONTAINS GRIT) Pickups Monday, Wednesday and Friday	156	Pick-Up	\$31.44	\$4,904.64	2 CU YD	3	408.4
49	Glen Subregional Wastewater Treatment Plant, 11354 Hexam Rd., Brooksville, FL 34613 (WWTP)	104	Pick-Up	\$10.48	\$1,089.92	2 CU YD	1	90.76
50	Glen Septic Receiving Station, 11354 Hexam Rd., Brooksville, FL 34613 (With Wheels)	52	Pick-Up	\$10.48	\$544.96	2 CU YD	1	45.38
51	Ridge Manor West Subregional Wastewater Treatment Plant (WWTP), 5095 Kettering Rd., Brooksville, FL 34602 (With Wheels)	104	Pick-Up	\$10.48	\$1,089.92	2 CU YD	1	90.76
53	Wiscon Maintenance Facility, 15400 Wiscon Rd., Brooksville, FL 34601	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
54	Wiscon Maintenance Facility (Near Back Warehouse), 15400 Wiscon Rd., Brooksville, FL 34601 (NO WHEELS)	52	Pick-Up	\$41.92	\$2,179.84	8 CU YD	1	181.51
Total					\$46,394.08			

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Matthew Cowan and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Coastal Waste & Recycling, Inc. a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Matthew Cowan declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT

Coastal Waste & Recycling, Inc.
Name of Nongovernmental Entity

Matthew Cowan
Printed Name of Affiant

Secretary
Title of Affiant

71Zd
Signature of Affiant

10/1/2025
Date

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

EQUIPMENT & FACILITIES 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. The County reserves the right to perform a site visit at the Vendor/Contractor's location for purpose of verification of equipment listed and visual observation of equipment condition.

<u>EQUIPMENT DESCRIPTION</u>	<u>COMPANY-OWNED?</u>		
<u>1-Commercial Front Load Truck, "Primary"</u>	YES	<u>X</u>	NO
<u>1-Commercial Front Load Truck, "Spare"</u>	YES	<u>X</u>	NO
<u>1-Container Delivery Truck</u>	YES	<u>X</u>	NO
<u>(19) 2yd Containers</u>	YES	<u>X</u>	NO
<u>(12) 4yd Containers</u>	YES	<u>X</u>	NO
<u>(14) 6yd Containers</u>	YES	<u>X</u>	NO
<u>(13) 8yd Containers</u>	YES	<u>X</u>	NO
<u>(19) Container Locks / Bars</u>	YES	<u>X</u>	NO
<u></u>	YES		NO
<u>Additional Containers Available As Needed</u>	YES		NO
<u>(55) 2yd Containers</u>	YES	<u>X</u>	NO
<u>(67) 4yd Containers</u>	YES	<u>X</u>	NO
<u>(48) 6yd Containers</u>	YES	<u>X</u>	NO
<u>(43) 8yd Containers</u>	YES	<u>X</u>	NO
<u></u>	YES	<u>X</u>	NO

FACILITIES LOCATION ADDRESSES & DESCRIPTION

Coastal Waste & Recycling, Inc.

20 East Dr. Martin Luther King Jr Blvd. Brooksville, FL 34601

Coastal's Hernando County hauling and recycling division.

Coastal Waste & Recycling, Inc.

John Casagrande,
Vice President, Business Development

BIDDER'S COMPANY NAME

CONTACT PERSON (Name) (Title)

4950 Communication Ave Ste 920

954-444-7457

MAILING ADDRESS

TELEPHONE NO. – FAX NO.

Boca Raton, FL 33431

icasagrande@coastalwasteinc.com

CITY, STATE AND ZIP CODE

EMAIL ADDRESS

This document must be completed and returned with your submittal.



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT
ITB No. 25-T01017/JG
Refuse Containers and Collection Service

RESPONSE DEADLINE: October 6, 2025 at 10:00 am

Wednesday, November 12, 2025

Addenda Issued:

Addendum #1

Sep 10, 2025 11:59 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #2

Sep 23, 2025 1:52 PM

Addendum #2

Attachments:

· [Addendum 2 25-T01017 Refuse Containers and Collection Service FINAL](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Waste Management Inc. of Florida	X	Sep 11, 2025 3:03 PM	Karen Bryant
Waste Pro of Florida Inc	X	Sep 23, 2025 3:53 PM	Ed Farmer
Coastal Waste & Recycling, Inc.	X	Sep 11, 2025 8:19 AM	Coastal Waste
REPUBLIC SERVICES OF FLORIDA	X	Sep 10, 2025 12:40 PM	Bette Fernandez

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Waste Management Inc. of Florida	X	Sep 23, 2025 2:50 PM	Karen Bryant
Waste Pro of Florida Inc	X	Sep 23, 2025 3:53 PM	Ed Farmer
Coastal Waste & Recycling, Inc.	X	Sep 24, 2025 9:27 AM	Coastal Waste
REPUBLIC SERVICES OF FLORIDA	X	Sep 25, 2025 11:41 AM	Bette Fernandez

Addendum #1 for 25-T01017/JG was an automated Addendum to replace the downloadable document (the **S**olicitation **O**ffer **A**ward) for Vendor Questionnaire # 5.2.

It was acknowledged by all vendors.



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ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE
Refuse Containers and Collection Service
IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 25-T01017/JG

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

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

A. REVISIONS

1. 7.2.C.5 Technical Requirements – Please be advised that all Parks and Recreation facilities have been excluded from the current scope of work. Any previously included Parks and Recreation elements are not part of the contractual obligations.
2. Pricing Proposal – Please be advised that we have updated the Pricing Proposal to exclude all Parks and Recreation facilities from the project requirements. These items have been completely removed from the current scope.
3. Pricing Proposal – Please be advised we have incorporated an additional line item for extra pick-up services in the updated Pricing Proposal form.
4. Pricing Proposal – Please be advised that we have updated the Pricing Proposal to exclude Hernando County Utilities locations:
 - Airport Subregional Wastewater Treatment Plant, 15200 Downwind Way, Brooksville, FL 34604 (WWTP) (WITH LOCK)
 - Spring Hill Water Reclamation Facility (WRF), 2514 Osowaw Blvd., Spring Hill, FL 34607 (WITH LOCKS).These items have been completely removed from the current scope.

B. QUESTION AND ANSWERS

- 1.Q. Current pricing and vendor: Can the County provide the current pricing and the name of the current vendor?



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- 1.A. The existing waste management services are provided by Republic Service of Florida Limited Partnership, operating under the business name Seaside Sanitation. For your reference, we have included their current fee structure in the supporting documentation section (labeled "Republic Service of FL - current fee schedule").
- 2.Q. Page 33 - 6.1. INSPECTION OF FACILITIES/AREAS: "Failure to visually inspect the facilities may be cause for disqualification of your bid." Can the Bidders not visit the facilities if they are already familiar with the locations?
- 2.A. Yes, the Bidders can choose not to visit the facilities if they are already familiar with the locations.
- 3.Q. Page 40 - 5. Parks and Recreation: "All facilities open at 8:00 a.m. Forty-eight (48) hours before a holiday when there will be no pick-up service, the Vendor/Contractor is required to contact the Parks and Recreation Department to arrange for potential additional service/schedule changes. Note: Pick-up at these locations will only be needed until 12/31/2025." Does this mean the Vendor does not service Parks and Recreation dumpsters after 12-31-2025? Or does the Bidder service Parks and Recreation for the entire term of the contract?
- 3.A. Please be advised that the Parks and Recreation department locations have been removed from this scope of work.
- 4.Q. Definition of Waste: Will you provide language in the contract that you warrant and agree that the waste to be collected and disposed of will not contain any radioactive, corrosive, flammable, explosive, biomedical, infectious, hazardous, or toxic substance or material (as defined by or listed under applicable federal, state, or local laws or regulations)?
- 4.A. The County does not anticipate any of these materials being part of the waste collected.
- 5.Q. Overloaded Dumpsters: Can the Contractor charge for dumpsters that are 2-feet or more overloaded above the top rim of the dumpster with photo proof of the overage? If so, can this be added to the rate sheet?
- 5.A. No, the awarded contractor shall bill according to prices listed on the price proposal.
- 6.Q. Extra Pick-up Requests: Are the extra pick-up rates the per pickup rate for the specific dumpster size 2yd, 4yd, 6yd, 8yd?
- 6.A. Please reference the pricing proposal table, as we have incorporated an additional section regarding extra pickup selections and associated fees.
- 7.Q. Days of Service: The Contractor is not open on Sundays and major Holidays. Can you add to the contract the following, "Service excludes Sundays and Holidays when Contractor is not open"?
- 7.A. No



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8. Q. **Liability:** Can you add a provision that neither party should be liable to the other for incidental, consequential, or punitive damages?
- 8.A. No
9. Q. **Liability Contractor Vehicle Weight:** Can you add a provision that the Contractor should not be liable for damage to pavement/driving surfaces due to the weight of a truck or equipment (assuming such weight is within applicable regulations)?
- 9.A. No
10. Q. **Unsafe Conditions for Service:** Can the contract include this statement? While a State of Emergency is in effect and/or winds are greater than 30MPH the Contractor is not required to provide service due to unsafe conditions.
- 10.A. Please reference section 5.23.A.4 of the General Conditions section
11. Q. **Change in Law:** There is no provision regarding change in law. Can you add a provision so that changes in law that affect performance or the cost of same can be appropriately addressed by the parties?
- 11.A. Please reference section 5.23.A.3 of the Termination document.
12. Q. **Force Majeure:** Can a Force Majeure provision be added to the contract that would excuse delays in performance due to acts of gods, hurricanes, etc.?
- 12.A. Please reference section 5.23.A.4 of the General Conditions document.
13. Q. **Indemnify:** Can language be added to the contract making clear that the Contractor has no responsibility to indemnify you for your own negligent or wrongful acts?
- 13.A. No
14. Q. **Termination:** Are you agreeable to make the right to terminate for convenience upon 90 days' notice mutual as to both parties?
- 14.A. No, please reference section 5.23.A of the General Conditions document.
15. Q. **Current Rates:** Please provide the last 2-months of invoices that show the rates you are currently paying?
- 15.A. Please reference the current fee structure in the supporting documentation section (labeled "Republic Service of FL - current fee schedule").
16. Q. **Unusual/Extraordinary Cost:** Is a provision that allows a Contractor to seek an adjustment in its prices for unanticipated and unusual/extraordinary cost increases. Can such language be added to the parties' contract that provides for the Contractor to be paid for unusual/extraordinary costs?
- 16.A. Please reference section 5.41 of the Claims document.



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17. Q. **Fuel Adjustments:** Is a provision that allows a Contractor to seek an adjustment in its prices for fuel adjustments. Can such language be added to the parties' contract that provides for the Contractor to be paid for fuel adjustments?
- 17.A. Please reference section 6.9 of the Price Adjustment document.
18. Q. **Price Increase:** Can the Contractor request a price increase based on CPI Water and Sewer and Trash index? This is the index that is most closely related to the waste industry.
- 18.A. Please reference section 6.9 of the Price Adjustment document.
19. Q. **County Issued Disposal Increase:** If the County increases disposal costs per ton during the contract term or renewal term, can the Contractor increase the per pick-up rate?
- 19.A. If the County increases disposal fees that impact the Contractor, the County will work with Contractor to amend contract to adjust for rate increase.
20. Q. **Late Fees on Invoices:** Can the Contractor charge a 5% late fee for invoices that are more than 60-days past due?
- 20.A. No
21. Q. **Invoices:** Will you accept a Master invoice for all services? The Master invoice will provide the detail for each location name, container size, charges, etc.? Or do you want a separate invoice for each location?
- 21.A. Yes, will accept a master invoice for all services and locations.
22. Q. **Renewal:** Are the renewals by mutual consent?
- 22.A. No, please reference section 5.1.C-D regarding the Contract Period for complete details on the specified timeframe and related terms.
23. Q. **Contract Start Date:** What date will the contract begin? Contract Start Date
23. A. We anticipate project commencement in the first quarter of 2026, specifically March.
24. Q. **CPI price increase:** Is a Price Increase allowed in the renewal term after the initial 3-year term? CPI price increase?
- 24.A. Please reference section 6.9 of the Price Adjustment document.
25. Q. **Section 5.13:** Please confirm that this non-exclusivity section does not apply?
- 25.A. The provision will remain applicable and should be retained within the contractual agreement as stated.
26. Q. **Storm Debris:** Please confirm the scope of the contract for this RFP does not include the collection of storm debris?



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26.A. The county provides specialized collection services specifically designated for debris resulting from storm damage. Here are a list of a couple of the vendor (Southern Disaster Recovery & DRC, Emergency Services, LLC)

27.Q. Section 6.10: Please confirm this section does not apply?

27.A. Yes

28.Q. Draft Agreement: Can the County provide a draft agreement for this RFP?

28.A. This Invitation to Bid, plus any associated addenda, and the awarded bidder's response will make up the agreement.

29.Q. Bond: How much is the bid bond and is it required with the submittal or only the awarded vendor has to provide a bid bond?

29.A. No, this project does not require a bid bond.

30.Q. Invoicing: Will the Vendor charge a set rate monthly? For example, \$500 per month for 1xweek service for a 2yd trash dumpster.

30.A. Please provide an itemized statement detailing the monthly expenses for each facility. See example below

Item No.	Name of Facility	Address	QT	Container Size	Frequency Per Year	Unit Price	Monthly Price	Annual Price
Airport (gated access)								
	Brooksville & Tampa Bay	15800 Flight Path Dr.,	1	4 CU YD	52	Pick-up		

31.Q. Bid Bond: Can the County confirm if a Bid Bond is required for this solicitation? If yes, what is the amount?

31.A. No, this project does not require a bid bond.

32.Q. Performance Bond: Can the County confirm if a Performance Bond is required for this solicitation? If yes, what is the value of the Performance Bond?

32.A. No, this project does not require a performance bond.

33.Q. Parks and Recreation Sites: If a vendor chooses not to submit pricing on the Parks and Recreation sites, due to the fact they will not be a part of the contract effective 1/1/25, will that vendor still be considered for the award?



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- 33.A. Please be advised that all Parks and Recreation facilities have been excluded from the current scope of work. Any previously included Parks and Recreation elements should now be considered outside our contractual obligations.
- 34.Q. **Parks and Recreation Sites #2:** Due to the fact Parks and Recreation sites will not be a part of the contract effective 1/1/26 can the County remove them from the bid for evaluation purposes?
34. A. Please be advised that all Parks and Recreation facilities have been removed from the current scope of work. Any previously included Parks and Recreation elements should now be considered outside our contractual obligations.
35. Q. **Parks and Recreation Sites #3:** What vendor will be servicing the Parks and Recreation sites starting 1/1/25? If a contract is in place to service the Parks and Recreation sites, I would like to request a copy of that contract and the pricing.
35. A. Coastal Waste & Recycling, Inc will be servicing the Parks and Recreation sites.
36. Q. **Extra Pick Ups:** Can the County confirm if a Performance Bond is required for this solicitation? If yes, what is the value of the Performance Bond?
36. A. No, this project does not require a performance bond.
37. Q. **Pre bid meeting question:** Please confirm the locations with a lock? This is about access.
37. A. Please refer to the Pricing Proposal in Section 8, specifically the description column. We have successfully noted all locations that contain security locks.
38. Q. **Pre bid meeting question:** Bidders asked if the invoice has to be submitted weekly or if they could submit the invoice monthly. They way the bid form is designed, it looks weekly. Monthly billing was easier for all firms in attendance.
38. A. A column for monthly price has been added to the bid form. Please see example below

Item No.	Name of Facility	Address	QTY.	Container Size	Frequency Per Year	Unit Cost	Monthly Cost	Annual Cost
Airport (gated access)								
2	Brooksville &- Tampa Bay	15800 Flight Path Dr.,	1	4 CU YD	52	Pick-up		

39. Q. **Pre bid meeting question:** Is a bid bond required?
39. A. No, this project does not require the submission of performance security or bid security documentation
40. Q. **Pre bid meeting question:** Will there be a place to price fees for extra pick ups?
40. A. Please reference Pricing Proposal Section 8 for extra pickup fees document.



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41. Q. Pre bid meeting question: Can the termination for convenience clause be removed? Bidders prefer a termination for cause clause and a clause regarding non-appropriation of funds.
41. A. No, please reference section 5.23.B of the Termination document.
42. Q. Pre bid meeting question: Will the awarded contractor ever have to pick up hurricane debris?
42. A. The county has debris removal contracts services specifically designated for debris resulting from storm damage.
43. Q. Pre bid meeting question: Does the County have a debris removal contract or a roll-off contract? If so, with whom?
43. A. The county provides specialized collection services specifically designated for debris resulting from storm damage with multiple firms.
44. Q. Pre bid meeting question: Will the dumpster at the WRF contain sand, grit, watered-down materials which make contents heavier?
44. A. Yes, these materials may indeed contain various elements such as sand, grit, and other substances that have been filtered through screening processes. It should be noted that in the majority of instances, these components have not undergone drying procedures.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP Procurement Manager
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer