

*Draft 8/6/2020*

**Request for Proposal XXXX**  
**Residential and Commercial Collection Services**

*Draft for County Approval*

**Request for Proposal (RFP) XXXXXX**

Title **Residential and Commercial Collection Services**

Close Date **DD-MM-YYYY TIME**  
Time Zone **Eastern Time**

Open Date **DD-MM-YYYY TIME**

*Please submit your response to:*

|   |
|---|
| Company <b>HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS</b><br>Buyer<br>Location <b>BOCCOU</b><br><b>601 E Kennedy Blvd</b><br><b>Tampa, FL</b><br><b>United States</b><br>Phone<br>Fax<br>Email |
|---|

*When submitting your response, please include the following information.*

|                   |  |
|-------------------|--|
| Your Company Name |  |
| Address           |  |
| Contact Details   |  |

*Draft for County Approval*

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Draft for County Approval

**A. THE PROPOSAL**

**1.Header Information**

**1.1 General Information**

Title **Residential and Commercial Collection Services**  
 Amendment Date **NA**  
 Amendment Description **NA**

Open Date **XX**  
 Close Date **XX**  
 Time Zone **Eastern Time**  
 Quote Style **Sealed**  
 Event **Request for Proposal**

Buyer  
 Email  
 Outcome **Blanket Purchase Agreement**

**1.2 Terms**

|                      |                        |                     |  |
|----------------------|------------------------|---------------------|--|
| Effective Start Date | <b>Not Specified</b>   | Effective End Date  | <b>Not Specified</b>   |
| Ship-To Address      |                        | Bill-To Address     | <b>CCC-County Finance-AP (Global)<br/>PO BOX 1110<br/>Tampa, FL 33601-1110<br/>United States</b> |
| Payment Terms        |                        | Carrier             |  |
| FOB                  |                        | Freight Terms       |  |
| Currency             | <b>USD (US Dollar)</b> | Price Precision     |  |
| Total Agreement      | <b>Not Specified</b>   | Minimum Release     |  |
| <b>Amount (USD)</b>  |                        | <b>Amount (USD)</b> |  |

1.3 Required Information and Responses

| <b>Affirmation</b>  |
|---|
| <p><b>A.</b> Name of person submitting the Proposal. Provide your answer below:</p> <p>.....</p> <p>Title of person submitting the Proposal. Provide your answer below:</p> <p>.....</p>  |
| <p><b>B.</b> I represent that I am at least eighteen (18) years of age. Circle one from the response values below:</p> <p><b>Yes</b></p> <p><b>No</b></p>   |
| <p><b>C.</b> I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature. Circle one from the response values below:</p> <p><b>Yes</b></p> <p><b>No</b></p>                                      |
| <p><b>D.</b> I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer. Circle one from the response values below:</p> <p><b>Yes</b></p> <p><b>No</b></p> |
| <p><b>E.</b> I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate. Circle one from the response values below:</p> <p><b>Yes</b></p> <p><b>No</b></p>  |

**F.** At this present time, I understand all requirements in this RFP and state that Proposer will comply with all the requirements included in this Solicitation Document. The above-named Proposer affirms and declares: That the Proposer is of lawful age and that no other person, firm or corporation has any financial or other interest in this Proposal or in the Contract proposed to be entered into. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, as surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs. Circle one from the response values below:

**Yes**

**No**

**G. Deviation(s):** Any deviation(s) from, exceptions to, or 'clarifications' of this Proposal's required documentation may cause this Proposal to be rejected by Hillsborough County at the Purchasing Department's sole discretion. NOTE: NO DEVIATIONS, EXCEPTIONS, OR CLARIFICATIONS SHALL BE ALLOWED FOR THIS RFP.:

Authorized Signature \_\_\_\_\_

**H.**  
By signing and submitting this Proposal in response to the County's RFP (No. 2020- ), I acknowledge and agree that:

1. the Proposer has carefully read the RFP, including all of the addenda concerning this RFP;
2. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
3. the Proposer understands and accepts the conditions and limitations contained in this RFP, including the Franchise Agreement, and the addenda;
4. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Franchise Agreement;
5. the Proposal is a binding offer that will remain in effect and be available to the County for one hundred eighty (180) days after its submission to the County;
6. if selected by the Selection Committee, the Proposer shall execute the Franchise Agreement and provide the required parent corporation guarantee to the County within ten (10) days after receiving notice of the Evaluation Committee's decision to recommend the Proposer for the award of a Franchise;
7. if selected by the County, the Proposer will provide all of the services required under the Franchise Agreement, in compliance with the terms and conditions contained in the Franchise Agreement, for the prices (Rates) set forth in this

8. Proposal; and  
the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this Proposal.

**I. Complete Proposal**

In the event an Agreement is awarded to the Proposer, the County will provide Proposer with a copy of the executed Agreement. The County prefers to provide the document via electronic mail (e-mail). However, if Proposer wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired. Circle one from the response values below:

**Send electronic version**

**Send hard copy via U.S. Mail**

**J.** Proposer is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Proposer is already enrolled in the County's ePayables solution for an existing contract/award, the Proposer will automatically receive payment using their enrolled solution in the event the Proposer is the Successful Proposer. Circle one from the response values below:

**Yes**

**No**

**K.** Proposer will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Proposer is already enrolled in the County's ACH solution for an existing contract/award, the Proposer will automatically receive payment using their enrolled solution in the event the Proposer is the Successful Proposer. Circle one from the response values below:

**Yes**

**No**

**1.4 Submission Checklist**

The following items are uploaded and made part of this submission: a copy of the Proposal Bond and the substitute W-9 Form. In addition, the original Proposal Bond is being delivered to the County's Procurement Services Department no later than the deadline for the submittal of Proposals. Circle one from the response values below:

**Yes**

**No**

1.5 The following Exhibits and Background Documents are attached to this RFP. The Exhibits will be incorporated by reference into the Franchise Agreements. The Background Documents are provided for the Proposers’ convenience.

| Exhibits   | Data Type | Description       |
|--|-----------|-------------------|
| Exhibit 1, Franchise Agreement                                   | File      |                   |
| Exhibit 2, Parent Corporation Guaranty                           | File      |                   |
| Exhibit 3, Residential Unit Report.pdf                           | File      |                   |
| Exhibit 4, Residential Bulk Waste Items.pdf                      | File      |                   |
| Exhibit 5, Special Collection Service Price Sheet.pdf            | File      |                   |
| Exhibit 6, GPS System Requirements.pdf                           | File      |                   |
| Exhibit 7, Daily Route Status Report.pdf                         | File      |                   |
| Exhibit 8, General Commercial Information Flyer.pdf              | File      |                   |
| Exhibit 9, Residential Collection Service Unit Data.pdf          | File      |                   |
| Exhibit 10, Residential Collection Service Route Data.pdf        | File      |                   |
| Exhibit 11, Collection Vehicle Data.pdf                          | File      |                   |
| Exhibit 12, Participation Report.pdf                             | File      |                   |
| Exhibit 13, Waste Profile Report.pdf                             | File      |                   |
| Exhibit 14, Collection Vehicle Report.pdf                        | File      |                   |
| Exhibit 15, Residential Collection Service Route Data Report.pdf | File      |                   |
| Exhibit 16, Collection Index Workpaper.pdf                       | File      |                   |
| Exhibit 17, Collection Zones and Designated Facilities           | File      |                   |
| Exhibit 18. Disposal Bond.pdf                                    |           |                   |
| Exhibit 19. Performance Bond.doc                                 | File      |                   |
| Exhibit 20. Proposal Bond.doc                                    | File      | Submit with Offer |
| Exhibit 21. Insurance Certificate.doc                            | File      |                   |

| Background Documents                               | Data | Description                     |
|--|------|---------------------------------|
| AA-EEO Documents Fillable (Template).pdf           | File | Complete upon County’s request. |
| AA-EEO Documents Non-Filled (Template).pdf         | File | Complete upon County’s request. |
| Collection Route Data                              | File |                                 |
| Data – Private Roads                               | File |                                 |
| Drug Free Workplace Form.doc                       | File | Submit with Offer. (optional)   |
| Good Faith Effort Determination.pdf                | File |                                 |
| Map – Private Roads                                | File |                                 |
| Recycle Routes                                     | File |                                 |
| Residential Unit Count as of May 2020              | File |                                 |
| Subcontractors-Material Suppliers List (MBE-1).doc | File |                                 |
| Substitute W-9.pdf                                 | File |                                 |
| Tonnage Report                                     | File |                                 |
| Trash Routes                                       | File |                                 |
| Yard Waste Routes                                  | File |                                 |
| Current Contract Collection Zones.pdf              | File |                                 |



**1. Price Schedule**

**2.1 Line Information**

**Hillsborough County Price Form**

Each Proposer must submit their prices for providing Collection Services in compliance with Option 1 and Option 2 in at least one Collection Zone. Each Proposer may submit their prices for one, two, or three Collection Zones. Each Proposer must provide separate prices for each Collection Service (i.e. Solid Waste Services, Recycling Services, and Yard Waste Services for Service Option 1, plus Bulk Waste Services for Service Option 2). Each proposer must also provide a deduction in price to be applied A Proposal may be rejected by the County if the Proposer fails to provide separate prices for each of these services.

Display Rank As **No indicator displayed**  
 Ranking **Price Only**  
 Cost Factors **None**

| Item #  | Line   | Item, Rev / Job | Target Quantity | Unit    | Unit Price | Amount |  |
|---|--|-----------------|-----------------|---------|------------|--------|--|
| <b>Service Option 1- Collection Zone 1 Northwest (2-1-1/week)</b> |  |                 |                 |         |            |        |  |
| <b>1</b>  | 1.1 - Collection Zone 1 - Twice weekly Residential Curbside Solid Waste Services (6 days per week)                       |                 | 98,659          | Monthly |            |        |  |
|   | 1.2 Service Option 1 - Collection Zone 1 - Once weekly Residential Curbside Recycling Services (6 days per week)         |                 | 98,659          | Monthly |            |        |  |
|   | 1.3 Service Option 1 - Collection Zone 1 - Once weekly manual Residential Curbside Yard Waste Services (6 days per week) |                 | 98,659          | Monthly |            |        |  |
| <b>Service Option 1- Collection Zone 2 Central (2-1-1/week)</b>   |  |                 |                 |         |            |        |  |
| <b>2</b>  | 2.1 Collection Zone 2 - Twice weekly Residential Curbside Solid Waste Services (6 days per week)                         |                 | 92,871          | Monthly |            |        |  |
|   | 2.2 Collection Zone 2 - Once weekly Residential Curbside Recycling Services (6 days per week)                            |                 | 92,871          | Monthly |            |        |  |
|   | 2.3 Collection Zone 2 - Once weekly manual Residential Curbside Yard Waste Services (6 days per week)                    |                 | 92,871          | Monthly |            |        |  |
| <b>Service Option 1- Collection Zone 3 South (2-1-1/week)</b>     |  |                 |                 |         |            |        |  |
| <b>3</b>  | 3.1 Collection Zone 3 - Twice weekly Residential Curbside Solid Waste Services (6 days per week)                         |                 | 100,150         | Monthly |            |        |  |
|   | 3.2 Collection Zone 3 - Once weekly Residential Curbside Recycling Services (6 days per week)                            |                 | 100,150         | Monthly |            |        |  |
|   | 3.3 Collection Zone 3 - Once weekly manual Residential Curbside Yard Waste Services (6 days per week)                    |                 | 100,150         | Monthly |            |        |  |

| Item #  | Line  | Item, Rev / Job | Target Quantity | Unit    | Unit Price | Amount |  |
|---|---|-----------------|-----------------|---------|------------|--------|--|
| <b>Service Option 2- Collection Zone 1 Northwest (1-1-1/week)</b> |   |                 |                 |         |            |        |  |
| 4   | 4.1 Collection Zone 1 - Once weekly Residential Curbside Solid Waste Services (5 days per week)         |                 | 98,659          | Monthly |            |        |  |
|   | 4.2 Collection Zone 1 - Once weekly Residential Curbside Recycling Services (5 days per week)           |                 | 98,659          | Monthly |            |        |  |
|   | 4.3 Collection Zone 1 - Once weekly manual Residential Curbside Yard Waste Services (5 days per week)   |                 | 98,659          | Monthly |            |        |  |
|   | 4.4 Collection Zone 1 - On-call manual Residential Curbside Bulk Waste Services four (4) times per year |                 | 98,659          | Each    |            |        |  |
| <b>Service Option 2- Collection Zone 2 Central (1-1-1/week)</b>   |   |                 |                 |         |            |        |  |
| 5   | 5.1 Collection Zone 2 - Once weekly Residential Curbside Solid Waste Services (5 days per week)         |                 | 92,871          | Monthly |            |        |  |
|   | 5.2 Collection Zone 2 - Once weekly Residential Curbside Recycling Services (5 days per week)           |                 | 92,871          | Monthly |            |        |  |
|   | 5.3 Collection Zone 2 - Once weekly manual Residential Curbside Yard Waste Services (5 days per week)   |                 | 92,871          | Monthly |            |        |  |
|   | 5.4 Collection Zone 2 - On-call manual Residential Curbside Bulk Waste Services four (4)                |                 | 92,871          | Each    |            |        |  |
| <b>Service Option 2- Collection Zone 3 South (1-1-1/week)</b>     |   |                 |                 |         |            |        |  |
| 6   | 6.1 Collection Zone 3 - Once weekly Residential Curbside Solid Waste Services (5 days per week)         |                 | 100,150         | Monthly |            |        |  |
|   | 6.2 Collection Zone 3 - Once weekly Residential Curbside Recycling Services (5 days per week)           |                 | 100,150         | Monthly |            |        |  |
|   | 6.3 Collection Zone 3 - Once weekly manual Residential Curbside Yard Waste Services                     |                 | 100,150         | Monthly |            |        |  |
|   | 6.4 Collection Zone 3 - On-call manual Residential Curbside Bulk Waste Services four (4)                |                 | 100,150         | Each    |            |        |  |

| Item #  | Line                  | Item, Rev / Job | Target Quantity | Unit          | Reduction in Unit Price Must Be presented as a Negative Value | Amount | Proposal Minimum Release Amount |
|---|-----------------------|-----------------|-----------------|---------------|---|--------|---------------------------------|
| <b>Yard Waste Option 1- Price Reduction for No De-bagging</b> |                       |                 |                 |               |   |        |                                 |
| 7   | 7.1 Collection Zone 1 |                 | 98,659          | Monthly /Unit |   |        |                                 |
| 8   | 8.1 Collection Zone 2 |                 | 92,871          | Monthly /Unit |   |        |                                 |
| 9   | 9.1 Collection Zone 3 |                 | 100,150         | Monthly /Unit |   |        |                                 |

**2.2 Line Details**

**A. Line 1.1 Service Option 1 - Collection Zone 1 Northwest - Twice weekly Residential Curbside Solid Waste Services**

Group **Service Option 1 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**B. Line 1.2 Service Option 1 - Collection Zone 1 Northwest - Once weekly Residential Curbside Recycling Services**

Group **Service Option 1 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**C. Line 1.3 Service Option 1 - Collection Zone 1 Northwest - Once weekly manual Residential Curbside Yard Waste Services**

Group **Service Option 1 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**D. Line 2.1 Service Option 1 - Collection Zone 2 Central - Twice weekly Residential Curbside Solid Waste Services**

Group **Service Option 1 - Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**E. Line 2.2 Service Option 1 - Collection Zone 2 Central - Once weekly Residential Curbside Recycling Services**

|                              |  |
|------------------------------|--|
| Group Category               | <b>Service Option 1 - Collection Zone 2<br/>910.27</b> |
| Shopping Category            | <b>Not Specified</b>                                   |
| Minimum Release Amount (USD) | <b>Not Specified</b>                                   |
| Estimated total Amount (USD) | <b>Not Specified</b>                                   |

**F. Line 2.3 Service Option 1 - Collection Zone 2 Central - Once weekly manual Residential Curbside Yard Waste Services**

|                              |  |
|------------------------------|--|
| Group Category               | <b>Service Option 1 - Collection Zone 2<br/>910.27</b> |
| Shopping Category            | <b>Not Specified</b>                                   |
| Minimum Release Amount (USD) | <b>Not Specified</b>                                   |
| Estimated total Amount (USD) | <b>Not Specified</b>                                   |

**G. Line 3.1 Service Option 1 - Collection Zone 3 South - Twice weekly Residential Curbside Solid Waste Services**

|                              |  |
|------------------------------|--|
| Group Category               | <b>Service Option 1 - Collection Zone 3<br/>910.27</b> |
| Shopping Category            | <b>Not Specified</b>                                   |
| Minimum Release Amount (USD) | <b>Not Specified</b>                                   |
| Estimated total Amount (USD) | <b>Not Specified</b>                                   |

**H. Line 3.2 Service Option 1 - Collection Zone 3 South - Once weekly Residential Curbside Recycling Services**

|                              |  |
|------------------------------|--|
| Group Category               | <b>Service Option 1 - Collection Zone 3<br/>910.27</b> |
| Shopping Category            | <b>Not Specified</b>                                   |
| Minimum Release Amount (USD) | <b>Not Specified</b>                                   |
| Estimated total Amount (USD) | <b>Not Specified</b>                                   |

**I. Line 3.3 Service Option 1 - Collection Zone 3 South - Once weekly manual Residential Curbside Yard Waste Services**

|                              |  |
|------------------------------|--|
| Group Category               | <b>Service Option 1 - Collection Zone 3<br/>910.27</b> |
| Shopping Category            | <b>Not Specified</b>                                   |
| Minimum Release Amount (USD) | <b>Not Specified</b>                                   |
| Estimated total Amount (USD) | <b>Not Specified</b>                                   |

**J. Line 4.1 Service Option 2 - Collection Zone 1 Northwest - Once weekly Residential Curbside Solid Waste Services**

|                   |  |
|-------------------|--|
| Group Category    | <b>Service Option 2 - Collection Zone 1<br/>910.27</b> |
| Shopping Category | <b>Not Specified</b>                                   |

Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**K. Line 4.2 Service Option 2 - Collection Zone 1 Northwest - Once weekly Residential Curbside Recycling Services**

Group **Service Option 2 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**L. Line 4.3 Service Option 2 - Collection Zone 1 Northwest - Once weekly manual Residential Curbside Yard Waste Services**

Group **Service Option 2 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**M. Line 4.4 Service Option 2 - Collection Zone 1 Northwest - On-call manual Residential Curbside Bulk Waste Services four (4) times per year**

Group **Service Option 2 - Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**N. Line 5.1 Service Option 2 - Collection Zone 2 Central - Once weekly Residential Curbside Solid Waste Services**

Group **Service Option 2 - Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**O. Line 5.2 Service Option 2 - Collection Zone 2 Central - Once weekly Residential Curbside Recycling Services**

Group **Service Option 2 - Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**

Estimated total  
Amount (USD) **Not Specified**

**P. Line 5.3 Service Option 2 - Collection Zone 2 Central - Once weekly manual Residential Curbside Yard Waste Services**

Group **Service Option 2 - Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**Q. Line 5.4 Service Option 2 - Collection Zone 2 Central - On-call manual Residential Curbside Bulk Waste Services four (4) times per year**

Group **Service Option 2 - Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**R. Line 6.1 Service Option 2 - Collection Zone 3 South- Once weekly Residential Curbside Solid Waste Services**

Group **Service Option 2 - Collection Zone 3**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**S. Line 6.2 Service Option 2 - Collection Zone 3 South - Once weekly Residential Curbside Recycling Services**

Group **Service Option 2 - Collection Zone 3**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**T. Line 6.3 Service Option 2 - Collection Zone 3 South- Once weekly manual Residential Curbside Yard Waste Services**

Group **Service Option 2 - Collection Zone 3**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**

Estimated total Amount (USD) **Not Specified**

**U. Line 6.4 Service Option 2 - Collection Zone 3 South - On-call manual Residential Curbside Bulk Waste Services four (4) times per year.**

Group **Service Option 2 - Collection Zone 3**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**V. Line 7.1 Yard Waste Option 1 - Collection Zone 1- Price Reduction for No De-bagging**

Group **Yard Waste Option 1- Collection Zone 1**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**W. Line 8.1 Yard Waste Option 1 - Collection Zone 2- Price Reduction for No De-bagging**

Group **Yard Waste Option 1- Collection Zone 2**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

**X. Line 9.1 Yard Waste Option 1 - Collection Zone 3- Price Reduction for No De-bagging**

Group **Yard Waste Option 1- Collection Zone 3**  
 Category **910.27**  
 Shopping Category **Not Specified**  
 Minimum Release Amount (USD) **Not Specified**  
 Estimated total Amount (USD) **Not Specified**

Draft for County Approval

**B. CONTRACT TERMS AND CONDITIONS FOR FRANCHISE AGREEMENT  
INCLUDING PROPOSAL SPECIFICATIONS/REQUIREMENTS**

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## Terms and Conditions

### 1. Specifications

#### 1.1. Scope \*

1.1.1. Subject to the other terms and conditions herein, Hillsborough County's Board of County Commissioners (BOCC) will award Franchises for Residential and Commercial Collection Services to three (3) Successful Proposers. A Franchise will give the Successful Proposer (Franchise Collector) the exclusive right to provide Residential Collection Services in one of the County's three (3) Collection Zones. A Franchise also shall give each Franchise Collector the right to compete with the other two (2) Franchise Collectors for the provision of Commercial Collection Services to commercial establishments throughout the entire Service Area (i.e., all three (3) Collection Zones).

1.1.2. The County and each Successful Proposer shall enter into a Franchise Agreement, which is attached hereto as Exhibit 1. The Franchise Agreement shall include the Terms and Conditions contained in the following Specifications.

1.1.3. The Franchise Agreement contains the minimum specifications and requirements for a Franchise Collector's performance. However, each Franchise Collector should be aware of the BOCC's goals. The BOCC expects each Franchise Collector to provide excellent, professional, cost-effective, safe, and environmentally-sound Collection Services to the residents and businesses in Hillsborough County. The BOCC requires these services to be delivered on-time and in compliance with the requirements in the Franchise Agreement. Consistent with its general goal, the BOCC expects each Franchise Collector to implement and comply with the best management practices of the solid waste industry when the Franchise Collector is providing Collection Services in Hillsborough County. For example, the BOCC expects each Franchise Collector to use a modern, well-maintained and clean fleet of vehicles to provide its services. Additionally, the County requires its Franchise Collectors to communicate effectively, frequently, and in a timely manner with the County, as described herein. Although some of these goals may not be directly enforceable under the Franchise Agreement, the County will consider how the Proposals submitted in response to this RFP compare to the County's goals when the County evaluates the Proposals, and when the County evaluates the performance of a Franchise Collector under the Franchise Agreement.

1.1.4. The capitalized words and phrases in this RFP are defined herein. See, e.g., Sections 1.3 and 3, below.

#### 1.2. Franchise Collector's General Obligations

Subject to the terms and conditions contained herein, the Franchise Collector shall:

- (a) collect and transport all of the Solid Waste and Recycling Material (see definitions) that is set out by Residential Customers in the Collection Zone awarded to the Franchise Collector,
- (b) offer Commercial Collection Services throughout the Service Area;
- (c) deliver all of the Solid Waste and Recycling Materials it collects pursuant to the Franchise Agreement to the Designated Facilities;
- (d) pay the applicable disposal charges (tipping fees) for Commercial Waste that is delivered to the Designated Facilities;
- (e) comply at all times with the requirements in the Franchise Agreement and applicable law;

(f) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Franchise Collector's work under the Franchise Agreement; and

(g) perform all of its work and satisfy all of its obligations under the Franchise Agreement at the Franchise Collector's sole expense, in exchange only for the payments by the County and Customers that are expressly authorized herein.

### 1.3. Additional Definitions

1.3.1. For the purpose of these Specifications, the definitions contained in this section shall apply unless otherwise specifically stated.

1.3.2. **Alternative Fuel** shall include gaseous fuels such as hydrogen, natural gas, and propane; alcohols such as ethanol, methanol, and butanol; vegetable and waste-derived oils; and electricity. These fuels may be used in a dedicated system that burns a single fuel, or in a mixed system with other fuels including traditional gasoline or diesel, such as in hybrid-electric or flexible fuels vehicles. Alternative Fuel is defined by the Energy Policy Act of 1992 ([https://afdc.energy.gov/laws/key\\_legislation#epact92](https://afdc.energy.gov/laws/key_legislation#epact92)).

1.3.3. **Backdoor Service** shall mean the collection of Residential Solid Waste and Residential Recycling Material on a Residential Customer's property at a location that is not curbside.

1.3.4. **Case Management System (CMS)** shall mean the Solid Waste Division's web-based system used to track, document, and manage all service-related interactions between the County and the Franchise Collector, except requests for or billing of Commercial Collection Services.

1.3.5. **Collection Complaint** shall mean any documented or expressed complaint from a Residential or Commercial Customer, the County, or the Franchise Collector in a case where the applicable requirements in these Specifications concerning Collection Services were not satisfied by the Franchise Collector.

1.3.6. **Collection Plan** shall mean the Franchise Collector's written plan for providing Collection Services pursuant to these Specifications.

1.3.7. **Collection Services** shall mean Residential Collection Services and Commercial Collection Services provided pursuant to the Specifications.

1.3.8. **Collection Vehicle** shall mean any vehicle used by a Franchise Collector to provide Collection Services.

1.3.9. **Collection Zone** shall mean the portion of the Service Area where the Franchise Collector is authorized to provide Residential Collection Services.

1.3.10. **Commencement Date** shall mean the date when the Franchise Collector shall begin providing Residential Collection Services and Commercial Collection Services pursuant to these Specifications. The Commencement Date is February 1, 2022.

1.3.11. **Commercial Broker** shall mean a Person that serves as a Commercial Customer's representative concerning the negotiation and implementation of a contract for Commercial Collection Services. See Section 1.6.6, below.

1.3.12. **Commercial Collection Services** shall mean the collection of Solid Waste from a Commercial Customer, pursuant to these Specifications. Commercial Collection Services do not include the collection of Construction and Demolition Debris, or the collection of Recyclables or recovered materials from commercial establishments.

1.3.13. **Commercial Collection Vehicle** shall mean any vehicle used by a Franchise Collector to provide Commercial Collection Services.

1.3.14. **Commercial Container** means a Container that is used to provide Commercial Collection Services, as described in Section 1.3.17, below. However, a Commercial Container does not include a Roll Cart.

1.3.15. **Commercial Customer** shall mean a Person that receives Commercial Collection Services.

1.3.16. **Construction and Demolition Debris (C&DD)** shall mean discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. The term "construction and demolition debris" also includes:

A. Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;

B. Except as provided in Fla. Stat. § 403.707 unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and

C. De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

1.3.17. **Container** shall mean a receptacle designed and used for the collection of Solid Waste or Recyclables. With regard to the collection of Residential Solid Waste, a Container means: (a) a Roll Cart; (b) a garbage can or similar receptacle, which has a capacity between 10 and 35 gallons, is free of jagged or sharp edges, water tight, made of impervious material, equipped with two side handles and a tight-fitting cover, and free of inside structures that will prevent the discharge of its contents; and (c) a heavy-duty waterproof plastic bag, which shall be of a type and size acceptable to the County. With regard to Commercial Collection Services, a Container means a Front-End Container, a Roll-off Container, a compactor, or similar large receptacle used for the collection of Solid Waste or Recyclables; however, a Roll Cart may be used to provide Commercial Collection Services in cases where a large Container is not needed or feasible.

1.3.18. **Contaminated Residential Recycling Material** shall mean Residential Recycling Material in a Container (e.g., Recycling Cart) that contains more than 30% (by volume or weight) non-recyclable, non-recoverable material. For the purposes of this definition only, the weight or volume of the material may be based on an estimate from a visual inspection of the material or photographs of the material.

1.3.19. **Contingency Plan** shall mean the Franchise Collector's written plan for providing service without an interruption in the event of a work stoppage, a labor strike, a pandemic, an emergency, a Force Majeure event, or other situation that renders the Franchise Collector's yard or equipment unusable or prevents the Franchise Collector's personnel from reporting for work. The Contingency Plan shall include the protocols that will be followed when such conditions occur, including the plans for communicating with the County and the public.

1.3.20. **Designated Facility** shall mean the facilities designated by the County where Residential Solid Waste, Residential Yard Waste, Residential Bulk Waste, Residential Recycling Material, and Solid Waste collected from Commercial Customers shall be delivered.

- 1.3.21. **Director** shall mean the Director of the County's Solid Waste Management Division.
- 1.3.22. **Disability Backdoor Service** shall mean Backdoor Service for a Residential Customer who, due to medical and hardship reasons, requires Residential Collection Services on their property at a location that is not curbside.
- 1.3.23. **District Manager (General Manager)** shall mean the Person designated by the Franchise Collector to be the Franchise Collector's representative for business matters affecting the Franchise Collector's Collection Zone.
- 1.3.24. **Driver Vehicle Inspection Report** shall mean a record of inspection done on commercial motor vehicles in accordance with Section 396.11 of the Federal Motor Carrier Safety Administration (<https://www.fmcsa.dot.gov/regulations/title49/section/396.11>).
- 1.3.25. **Effective Date** shall mean the date when the Franchise Agreement is approved by the Board of County Commissioners.
- 1.3.26. **Electronic Waste** shall mean electronic devices that have been discarded, including without limitation computers, monitors, televisions, printers, scanners, and copying machines.
- 1.3.27. **Field Supervisor** shall mean the Person designated by the District Manager or Operations Manager to be the Franchise Collector's representative for its Collection Zone.
- 1.3.28. **Force Majeure** shall mean an act of God, riot, war, civil unrest, flood, earthquake, hurricane, pandemic, or other event or condition that is caused by forces beyond the reasonable control of the County or the Franchise Collector, and delays or precludes a party from performing its obligations under the Franchise Agreement. However, labor disputes, labor shortages, changing economic conditions, and the economic hardship or negligence of the Franchise Collector shall not be considered an event of Force Majeure.
- 1.3.29. **Franchise** shall mean the legal arrangement between the County and a Person to collect and transport Solid Waste from Residential Units and commercial establishments within the Service Area.
- 1.3.30. **Franchise Agreement** shall mean a written agreement authorizing the Franchise Collector to provide Residential and Commercial Collection Services in a designated Collection Zone and Service Area. A draft Franchise Agreement is attached hereto as Exhibit 1.
- 1.3.31. **Franchise Collector** means any Person awarded a Franchise by the Board of County Commissioners for the right to collect Solid Waste within the Service Area.
- 1.3.32. **Front-end Container** shall mean a Container that is used for front-end type Commercial Collection Service and typically provided in the following sizes: one, two, three, four, six and eight cubic yards.
- 1.3.33. **Garbage Cart** means a Roll Cart used to collect Solid Waste from a Residential Unit.
- 1.3.34. **Hazardous Waste** shall mean waste, or a combination of wastes, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed. These materials may include, but not be limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic material.

1.3.35. **Holiday** shall mean New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

1.3.36. **Missed Collection Vehicle** shall mean a Residential Collection Vehicle dedicated for Residential Missed Collection Complaints. The capacity of the Missed Collection Vehicle shall not be less than 10 cubic yards. It shall also contain a cart tipper.

1.3.37. **Non-Collection Notice** shall mean a written form, tag, or sticker that is approved by the Project Manager and used by the Franchise Collector to notify a Residential Customer of the reason(s) why the materials set out by the Residential Customer were not collected by the Franchise Collector.

1.3.38. **Operating Day** shall mean a Day when the Franchise Collector provides or is scheduled to provide Collection Services.

1.3.39. **Operations Manager** shall mean the Person designated by the District Manager or General Manager to be the Franchise Collector's representative regarding the management of the daily operations of the Franchise Agreement.

1.3.40. **Person** shall mean any or all Persons, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of the state of Florida or any other state, and any government agency of the state of Florida or the Federal Government.

1.3.41. **Pricing Submittal** shall mean the materials submitted by a Proposer concerning the Proposer's prices for providing service in compliance with the requirements in this RFP.

1.3.42. **Putrescible Waste** shall mean all kitchen and/or table food waste, animal or vegetable waste that results from the storage, preparation, cooking or handling of food materials.

1.3.43. **Qualification Submittal** shall mean the materials submitted by a Proposer to the County concerning the Proposer's qualifications, experience, references, financial capabilities, resources, and related matters.

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

1.3.45. **Recycling Cart** means a Roll Cart used to collect Residential Recycling Material from a Residential Unit.

1.3.46. **Residential Bulk Waste** shall mean large items that are placed curbside by a Residential Customer as a result of normal housekeeping activities, which cannot be placed in a Roll Cart because of their size, shape or weight, such as but not limited, to couches, chairs, tables, desks, bookshelves, entertainment centers, bedding, mattresses, box springs, and other similar items. Residential Bulk Waste items do not include Construction and Demolition Debris, White Goods, or Hazardous Waste.

1.3.47. **Residential Collection Complaint** shall mean any documented or expressed complaint, including a Residential Missed Collection Complaint reported from a Residential Customer, the County, or the Franchise Collector in a case where the applicable requirements in these Specifications were not satisfied by the Franchise Collector.

1.3.48. **Residential Collection Services** shall mean the curbside collection of Residential Solid Waste, Residential Recycling Material, and Residential Yard Waste. Residential Collection Services also include the curbside collection of Residential Bulk Waste under Service Option 2.

1.3.49. **Residential Collection Vehicle** shall mean any vehicle used by the Franchise Collector to provide Residential Collection Services.

1.3.50. **Residential Curbside Bulk Waste Services** shall mean the curbside collection of Residential Bulk Waste from Residential Units.

1.3.51. **Residential Curbside Recycling Services** shall mean the curbside collection of Residential Recycling Material from a Residential Unit's Roll Cart (Recycling Cart).

1.3.52. **Residential Curbside Solid Waste Services** shall mean the curbside collection of Residential Solid Waste from a Residential Unit's Roll Cart (Garbage Cart).

1.3.53. **Residential Curbside Yard Waste Services** shall mean the curbside collection of Residential Yard Waste from Residential Units.

1.3.54. **Residential Customer** shall mean any Residential Unit or commercial establishment that receives Residential Collection Services.

1.3.55. **Residential Customer Roll** shall mean the County's list of Residential Units that shall receive Residential Collection Services in the Franchise Collector's Collection Zone.

1.3.56. **Residential Missed Collection Complaint** shall mean a complaint alleging that the Franchise Collector failed to provide a Collection Service to a Residential Customer on the Scheduled Collection Day or, in the case of a Special Collection Service, alleging the service was not provided as agreed to between the Residential Customer and the Franchise Collector.

1.3.57. **Residential Recycling Material** shall mean the Recyclables that are to be collected as part of the Residential Curbside Recycling Service, pursuant to the Specifications.

1.3.58. **Residential Solid Waste** shall mean any combustible Solid Waste, including, but not limited to, Putrescible Waste, cardboard, paper products, plastics, and food containers that are collected from a Roll Cart.

1.3.59. **Residential Unit** shall mean any building or structure designed or constructed for and capable of use as a residence for one or more families, including, but not limited to, single-family homes, mobile homes, condominiums, townhouses, apartment complexes, public lodging establishments, and other multifamily units.

1.3.60. **Residential Yard Waste** shall mean vegetative matter resulting from routine landscaping maintenance; it also includes material such as Christmas trees, tree and shrub trimming materials, grass clippings, palm fronds, tree branches, and other like material usually produced in the care of lawns, landscaping, and yards. Residential Yard Waste does not include land clearing debris.

1.3.61. **Roll Cart** shall mean a Container (95-gallon, 65-gallon, or 35-gallon) issued by the County and intended to be utilized for Residential Curbside Solid Waste Services or Residential Curbside Recycling Services. Roll Carts are either Garbage Carts or Recycling Carts.

1.3.62. **Roll-off Container** shall mean a Container which is generally utilized with roll-off type Commercial Collection Service, is open on the top with a door on the end, and generally comes in the following sizes: 10, 20, 25, 30, 35, and 40 cubic yards.

1.3.63. **Route** shall mean the area that is serviced by a single Residential Collection Vehicle on an Operating Day for Residential Curbside Recycling Services, Residential Curbside Solid Waste Services, or Residential



Curbside Yard Waste Services. Each Route shall have a designated starting location and time, a designated sequence of streets to be followed when providing the Collection Service, and a designated location for finishing.

1.3.64. **Scheduled Collection Day** shall mean an Operating Day when the Franchise Collector is scheduled to provide one or more specific Residential Collection Services to a Residential Customer.

1.3.65. **Service Area** shall mean the County's Solid Waste Management System Service Area.

1.3.66. **Service Verification System** shall mean a system designed to track and record the location of Collection Vehicles and provide external (no in-cab driver interaction) photographs, video recordings, and reporting of service events occurring while providing Collection Services.

1.3.67. **Solid Waste** shall mean garbage, refuse and other discarded solid materials, including solid waste materials resulting from industrial, commercial, or agricultural operations, governmental operations and from community activities. It does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, other common water pollutants or any byproducts, the sale or reuse of which is intended by the Persons from whose process they resulted.

1.3.68. **Solid Waste Broker** shall mean a Person who represents or acts on behalf of a Commercial Customer or commercial establishment to arrange or negotiate the delivery of Commercial Collection Services.

1.3.69. **Special Collection Services** shall mean the collection of Electronic Waste, White Goods, and other Solid Waste that is not collected with Residential Collection Services.

1.3.70. **Specifications** shall mean the terms and conditions set forth in Section 1 of this RFP.

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

1.3.72. **Transition Plan** shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Franchise Collector to ensure the Franchise Collector successfully provides Collection Service in compliance with the Franchise Agreement on and after the Commencement Date.

1.3.73. **Transponder** shall mean a wireless communication, monitoring, or control device that stores the unladen weight of the Collection Vehicle and automatically responds to an incoming signal.

1.3.74. **Waste Profile Program** shall mean the County's Solid Waste Management Division program designed to profile or track commercially generated Solid Waste and residential special waste that is disposed of at a Designated Facility.

1.3.75. **White Goods** shall mean large discarded appliances, including without limitation refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners.

#### 1.4. Service Options and Collection Zones

This Request for Proposal includes two (2) Service Options for Residential Collection Services. Only one (1) of these options will be selected by the Board of County Commissioners at the time of award. The Board shall have the exclusive right to select the Service Option to be provided.

##### 1.4.1. Service Option 1

- A. Twice Weekly: Residential Curbside Solid Waste Services
- B. Once Weekly: Residential Curbside Yard Waste Services
- C. Once Weekly: Residential Curbside Recycling Services

**1.4.2. Service Option 2**

- A. Once Weekly: Residential Curbside Solid Waste Services
- B. Once Weekly: Residential Curbside Yard Waste Services
- C. Once Weekly: Residential Curbside Recycling Services
- D. On-call, Four (4) Times Annually: Residential Curbside Bulk Waste Services

**1.4.3. Collection Zones**

The Service Area is divided into three (3) Collection Zones, which are referred to as the Northwest, Central and South Zones. Maps of the three (3) Collection Zones are provided in Exhibit 17, Collection Zones and Designated Facilities. No Proposer will be awarded more than one (1) Collection Zone.

The number of Residential Units in a Collection Zone is not guaranteed and will vary during the Contract Period. However, the County estimates that the three (3) Collection Zones currently have approximately the following number of Residential Units:

| ESTIMATED RESIDENTIAL UNITS<br>AS OF<br>FEBRUARY 2020 |        |         |
|---|--------|---------|
| <b>NORTHWEST</b>                                      | Zone 1 | 98,659  |
| <b>CENTRAL</b>  | Zone 2 | 92,871  |
| <b>SOUTH</b>  | Zone 3 | 100,150 |

**1.5. Demographics**

The County’s population grew approximately 19.7% from April 2010 until July 2019 according to the U.S. Census. Growth is expected to continue at a rate of 1.5 to 2% per year. Respondents should research and make themselves fully aware of the demographic and economic conditions of the Service Area. Each Proposer is solely responsible for making their own judgements concerning the costs and requirements for dealing with future growth during the term of the Franchise Agreement.

**1.6. Rights and General Requirements for Franchise Collector**

1.6.1. Each Successful Proposer/Franchise Collector shall be granted a Franchise to provide Residential Collection Services and Special Collection Services in one Collection Zone.

1.6.2. The Franchise Collector shall provide automated, semi-automated, or manual Residential Curbside Solid Waste Services, Residential Curbside Recycling Services, Residential Curbside Yard Waste Services and Residential Curbside Bulk Waste Services in the Collection Zone.

1.6.3. The Franchise Collector shall have the right to provide Commercial Collection Services throughout the Service Area. Each Franchise Collector shall be authorized to compete with the other two (2) Franchise Collectors for the right to provide Collection Services to each commercial establishment throughout the Service Area. Subject to the conditions herein, each Franchise Collector shall negotiate the prices, terms, and conditions of the Commercial Collection Services that it will provide to its Commercial Customers. Each Franchise Collector shall be responsible for billing and collecting for the Commercial Collection Services it provides.

1.6.4. The Franchise Collector shall not have the exclusive right to collect C&DD or Hazardous Waste in their Collection Zone. The Franchise Collector shall have no obligation to collect any material that the Franchise Collector reasonably believes to be or to contain Hazardous Waste. If the Franchise Collector finds what appears to be discarded Hazardous Waste, the Franchise Collector shall promptly notify the County and the producer of the Hazardous Waste.

1.6.5. The Franchise Collector shall offer to collect Recyclables from all of its Commercial Customers in the Service Area and shall provide such service upon request by the Commercial Customer. However, any Person may collect Recyclables and recovered materials from commercial establishments. To be considered commercial Recyclables, the materials shall not contain more than 30% Solid Waste (estimated weight or volume). If a Container of Recyclables contains more than 30% Solid Waste, all of the materials in the Container shall be considered Solid Waste and shall be delivered to a Designated Facility for disposal.

1.6.6. If a Commercial Customer requests the Franchise Collector to use a third-party company (i.e., Commercial Broker) as the Commercial Customer's representative regarding matters associated with the Commercial Collection Services for that Commercial Customer, the Franchise Collector shall use the third-party company and shall provide the third-party company with a quote to provide Commercial Collection Services for that Commercial Customer.

### **1.7. County's Ownership of Solid Waste**

1.7.1. For the purposes of the Franchise Agreement, Solid Waste and Recyclables belong to the Person generating such waste and materials, until the Solid Waste and Recyclables are set out by that Person (i.e., the generator) and collected by the Franchise Collector. When the Franchise Collector collects Solid Waste and Recyclables on behalf of the County pursuant to the Franchise Agreement, title to such waste and materials shall pass to the County when the Contractor takes possession of the waste and materials. Nonetheless, the Franchise Collector shall be solely responsible and liable for the proper handling and lawful management of such waste and materials until they are delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste and materials shall pass to the owner of the Designated Facility.

1.7.2. Notwithstanding anything else contained herein: (a) the Franchise Collector shall not take, keep, process, alter, sell or remove any Solid Waste or Recyclables collected by the Franchise Collector pursuant to the Agreement, without the prior written approval of the Director; (b) the generator shall at all times retain title to and liability for Hazardous Waste, biomedical waste, and radioactive waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the County's Solid Waste and Recyclables from the Franchise Collector.

### **1.8. Residential Collection Service, including Hours and Days of Collection**

#### **1.8.1. Hours of Residential Collection Service**

The Franchise Collector shall provide Residential Collection Services from 6:00 a.m. to 4:30 p.m. If the Franchise Collector fails to complete a Residential Collection Service Route by 4:30 p.m. on five (5) or more occasions in any thirty (30) Day period, the Project Manager may request the Franchise Collector to submit a new Collection Plan demonstrating the Franchise Collector's ability to comply with the requirements herein. The new Collection Plan shall be submitted to the Project Manager for review within ten (10) Operating Days after the Franchise Collector receives the Project Manager's written request. For the purposes of this Section 1.8.1 and Section 1.26.2, below, a Route shall not be deemed complete on a Scheduled Collection Day until all of the Residential Units on the Route have received the Residential Collection Service that was scheduled for them on that Day

#### **1.8.2. Days and Services for Service Option 1**

If Service Option 1 is selected, the following services shall be provided five (5) or six (6) Days each week (i.e., Monday through Friday or Monday through Saturday) for best efficiencies at the discretion of the Collector and approved by the County:

- A. The Franchise Collector shall provide two (2) Residential Curbside Solid Waste Services each week. There shall be at least two (2) Days between each County-approved Scheduled Collection Day.
- B. The Franchise Collector shall provide one (1) Residential Curbside Yard Waste Service each week.
- C. The Franchise Collector shall provide one (1) Residential Curbside Recycling Service each week.
- D. The Franchise Collector shall provide Residential Curbside Bulk Waste Services on an on-call basis, as a Special Collection Service, pursuant to Section 1.17.2, below.

### 1.8.3. Days and Services for Service Option 2

If Service Option 2 is selected, the following services shall be provided five (5) Days each week (i.e., Monday through Friday):

- A. The Franchise Collector shall provide one (1) Residential Curbside Solid Waste Service each week.
- B. The Franchise Collector shall provide one (1) Residential Curbside Yard Waste Service each week.
- C. The Franchise Collector shall provide one (1) Residential Curbside Recycling Service each week.
- D. The Franchise Collector shall provide Residential Curbside Bulk Waste Services on an on-call basis, up to four times per year per Residential Customer, pursuant to Section 1.17.3, below.

### 1.8.4. Residential Collection Plan

The Franchise Collector's Collection Plan shall be designed to ensure that each of the services described in Sections 1.8.1, 1.8.2 and 1.8.3, above, shall be provided to approximately the same number of Residential Units each Operating Day. The Collection Plan also shall be designed to ensure that each Residential Unit receives all of the necessary Residential Collection Services on no more than three (3) Operating Days per week. Notwithstanding the foregoing, the Project Manager may waive the restrictions in this Section 1.8.4, in his or her sole discretion, if the Franchise Collector demonstrates that a waiver would enable the Franchise Collector to provide Residential Collection Services in a more efficient manner, while complying with the other requirements in the Specifications.

### 1.9. Commercial Collection- Hours and Days of Service

Commercial Collection Services may be provided Monday through Saturday, from 3:00 a.m. to 9:00 p.m. In the event a Commercial Customer is located 500 feet or less from a Residential Unit, the hours of collection shall be 6:00 a.m. to 4:30 p.m. However, Commercial Collection Services may be provided outside the regular Operating Days and hours when approved in advance, in writing, by the Project Manager.

### 1.10. Holidays

1.10.1. The following shall be the designated Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Designated Facilities will be closed on Holidays. The Franchise Collector shall not be required to provide Collection Services or maintain office hours on Holidays; except that the Franchise Collector shall provide Residential Curbside Recycling Services and Residential Curbside Yard Waste Services on New Year's Day.

1.10.2. Under Service Option 2, if a Holiday occurs on a Scheduled Collection Day, the Franchise Collector shall revise its Collection Plan as necessary to ensure that Residential Curbside Solid Waste Services are provided at least one time during the week to all Residential Units.

1.10.3. When Residential Collection Services are provided on a Saturday as a result of a Holiday occurring on a Scheduled Collection Day, the Franchise Collector's office shall be open for business from 8:00 a.m. to 5:00 p.m. on that Saturday.

### 1.11. Residential Customer Roll

1.11.1. On or before August 15, 2021, the County shall provide the Franchise Collector with a Residential Customer Roll, which shall identify each Residential Unit that shall receive Residential Collection Services from the Franchise Collector. The Residential Customer Roll shall be subject to any additions or deletions deemed appropriate by the County.

1.11.2. The Franchise Collector shall have an affirmative duty to help ensure that the Residential Customer Roll is accurate at all times during the Contract Period. If the Franchise Collector disputes the accuracy or completeness of the Residential Customer Roll, the Franchise Collector shall notify the County in writing, identifying each Residential Unit that the Franchise Collector believes should be added to or deleted from the Residential Customer Roll with supporting documentation sufficient to enable the County to make an informed decision with respect to

each Residential Unit. If the County determines that a Residential Unit should be added to or removed from the Residential Customer Roll, the County shall adjust the Residential Customer Roll accordingly.

1.11.3. The County shall notify the Franchise Collector, in writing, when Residential Units are added to the Residential Customer Roll. The Franchise Collector shall provide Residential Collection Services within three (3) Operating Days after being notified by the County that Residential Units have been added to the Residential Customer Roll.

**1.12. Accessibility**

1.12.1. The Franchise Collector shall provide Residential Collection Services by using public and privately maintained roadways pursuant to the terms of the Hillsborough County Code of Ordinances and Laws 130-Solid Waste Collection and Disposal Article II – Collection Disposal Services (Link).

1.12.2. The Franchise Collector shall collect Residential Yard Waste and Residential Bulk Waste if the edge of the waste is within six (6) feet of a publicly or privately maintained roadway or the closest accessible public right-of-way.

1.12.3. The Franchise Collector shall collect Residential Solid Waste and Residential Recycling Material if it is placed within two (2) feet of a publicly or privately maintained roadway or the closest accessible public right-of-way.

**1.13. General Requirements**

1.13.1. Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, and Residential Bulk Waste are required to be set out for collection by 6:00 a.m. on the Scheduled Collection Day.

1.13.2. The Franchise Collector shall collect all of the Residential Solid Waste and Residential Recycling Material that is set out for collection in Roll Carts. A Residential Customer may have more than one Recycling Cart and more than one Garbage Cart.

1.13.3. The Franchise Collector shall not be responsible for the collection of Residential Solid Waste or Residential Recycling Material placed outside of a Roll Cart, except from December 26th through January 2nd. The Franchise Collector shall collect Residential Solid Waste and Residential Recycling Material placed adjacent to a Roll Cart from December 26th through January 2nd of each year. From December 26th through January 2nd, the Franchise Collector shall collect up to, but no more than the equivalent of two (2) bags or two (2) receptacles of additional Residential Solid Waste and Residential Recycling Material that is placed next to the Roll Cart.

1.13.4. The Franchise Collector shall thoroughly empty Residential Roll Carts and shall return the Roll Carts to the same location where the Roll Carts were placed by the Residential Customer.

1.13.5. The County shall be responsible for purchasing, assembling, delivering, maintaining, and replacing the Roll Carts provided to Residential Customers. However, the Franchise Collector shall be responsible for paying the total cost that the County incurs for repairing, replacing, and distributing any Roll Cart that a Residential Customer uses and the Franchise Collector damages. The County shall deduct from the monthly payment (See Section 1.45) the County's actual cost to repair, replace and distribute such Roll Cart. Nonetheless, if the Franchise Collector demonstrates to the County that a third party is responsible for the damage to the Roll Cart, the Franchise Collector will not be required to pay such costs. Such proof must be provided within 48 hours of notice to the Franchise Collector of a residential claim. Any disputes related to damaged Roll Carts shall be resolved by the Project Manager.

- A. If the Franchise Collector is charged by the County for repairing, replacing or distributing a Roll Cart, such charge shall not exceed one-hundred dollars (\$100) per cart.
- B. If the Franchise Collector damages a Roll Cart or other Container, the Franchise Collector shall notify the County within 24 hours of the occurrence. If a Residential Customer contacts the County about damage to a Container, the County shall notify the Franchise Collector within 24 hours after receiving the Residential Customer's claim.

- C. The County shall replace or repair any Roll Cart that a Residential Customer uses and the Franchise Collector damages while providing services under the Franchise Agreement.
- D. The Franchise Collector shall be responsible for repairing, replacing, and distributing any Container other than a Roll Cart that a Residential Customer uses and the Franchise Collector damages. The Franchise Collector shall work directly with the County and Residential Customer to arrange to have the Container repaired or replaced.

1.13.6. The Franchise Collector shall be responsible for the safe handling of White Goods that the Franchise Collector collects. The Franchise Collector shall not crush or compact White Goods containing Freon.

1.13.7. The volume of Residential Solid Waste, Residential Recycling Material, Residential Bulk Waste, and Residential Yard Waste may fluctuate based on seasonal trends and other factors. These fluctuations shall not justify or excuse the Franchise Collector's failure to provide Residential Collection Services in compliance with these Specifications.

#### **1.14. Residential Yard Waste Collection Service**

1.14.1. The Franchise Collector shall collect up to two (2) cubic yards of Residential Yard Waste that is set out for collection each week from each Residential Unit. However, from February 1 through April 30 is peak year waste-producing period for Residential Customers. During this period (February 1 – April 30), the Franchise Collector shall collect each year from each Residential Unit up to three (3) cubic yards of Residential Yard Waste or equivalent to 18 bags of Residential Yard Waste.

1.14.2. The Franchise Collector shall not collect Residential Yard Waste that contains bags of garbage or significant amounts of material that is not Residential Yard Waste. The County reserves the right to reject any load of Residential Yard Waste that contains Solid Waste. The Franchise Collector shall dispose of rejected loads at a County approved disposal facility or a Designated Facility.

1.14.3. The Franchise Collector shall remove Residential Yard Waste from plastic bags before placing the Residential Yard Waste in the Residential Collection Vehicle. The Franchise Collector shall retain such bags on the Residential Collection Vehicle, separate from the Residential Yard Waste, for later disposal. The Franchise Collector shall not place such bags in a Roll Cart designated for Residential Curbside Recycling Service.

1.14.4. Residential Yard Waste, except palm fronds, tree branches, and Christmas trees, shall be bagged, bundled, or placed in a Container.

- A. A Container filled with Residential Yard Waste shall not exceed 50 pounds in weight.
- B. Branches shall not exceed four (4) feet in length, six (6) inches in diameter, or 50 pounds in weight.
- C. Christmas trees and sections of Christmas trees shall not exceed eight (8) feet in length or 50 pounds in weight.
- D. The Franchise Collector is not required to collect Residential Yard Waste that does not comply with the specifications in A, B, and C, above, but the Franchise Collector shall leave a Non-Collection Notice on any Residential Yard Waste that the Franchise Collector does not collect (See Section 1.19).

1.14.5 Residential Yard Waste Option 1- At its sole discretion, the County may ban the use of plastic bags for the collection of Residential Yard Waste. Should the County ban the use of plastic bags for the collection of Residential Yard Waste, while allowing residents to use compostable paper bags, the Franchise Collector shall not collect yard waste in plastic bags and shall collect yard waste in compostable paper bags. The County has requested a price reduction on the pricing page and will evaluate the impact to price for this option.

#### **1.15. Residential Bulk Waste Collection Service**

1.15.1. The Franchise Collector shall not be required to provide Residential Curbside Bulk Waste Services until March 14, 2022.

1.15.2. If the County selects Service Option 1, the Franchise Collector shall provide Residential Curbside Bulk

Waste Services to Residential Units on an on-call basis when the service is requested by the County. If a Residential Customer wishes to receive such service, the Residential Customer shall contact the County and the County shall notify the Franchise Collector via the CMS. The service shall be provided as a Special Collection Service and the Franchise Collector may charge an additional fee for such service, subject to the provisions in Section 1.17, below.

1.15.3. If the County selects Service Option 2, the Franchise Collector shall provide Residential Curbside Bulk Waste Services to each Residential Unit at no cost to the County or Residential Customers, but the Franchise Collector shall not be obligated to provide such service to any Residential Unit more than four (4) times in any twelve (12) month period. If a Residential Customer requests more frequent Residential Curbside Bulk Waste Services, the Franchise Collector shall provide such service after informing the Residential Customer that such service constitutes a Special Collection Service and the Residential Customer shall be required to pay an additional fee, subject to the requirements in Section 1.17, below.

1.15.4. In addition to the material identified in the definition of Residential Bulk Waste, the Franchise Collector also shall collect the materials identified in Exhibit 4, Residential Bulk items, when providing Residential Bulk Waste Services.

1.15.5. The Franchise Collector shall provide Residential Curbside Bulk Waste Service within two (2) Operating Days after being notified by the County. Additionally, the Franchise Collector shall take before and after photographs of the Residential Customer's premises, and the Franchise Collector shall upload those photographs in the CMS, as confirmation of the completion of Residential Curbside Bulk Waste Service.

1.15.6. When a Residential Customer contacts the County and requests Residential Curbside Bulk Waste Service, the County shall attempt to determine the amount of material that needs to be collected, and the County shall provide that information to the Franchise Collector when the County notifies the Franchise Collector to provide its service to the customer. However, the Franchise Collector is not required to collect more than six (6) Residential Bulk Waste items from a Residential Customer on a single day. If a Residential Customer sets out more than six (6) Residential Bulk Waste items for collection, the Franchise Collector shall collect at least six (6) Residential Bulk Waste items and may leave the remainder. If the Franchise Collector elects to leave some of the Residential Bulk Waste, the Franchise Collector shall place a Non-Collection Notice on the remaining materials that were not collected. The Franchise Collector shall report any abuse of this service to the County. The County, whose determination shall be final, shall resolve any disputes related to the collection of Residential Bulk Waste.

1.15.7. If a Residential Customer sets out more than six (6) items of Bulk Waste, the Contractor may collect the excess items as Special Collection Service after advising the Residential Customer that he or she will need to pay an additional charge for such service.

#### **1.16. Disability Backdoor Service**

1.16.1. The Franchise Collector shall provide Disability Backdoor Service for the collection of Residential Solid Waste and Residential Recycling Material, as specified by the County, at no additional cost to the County or Residential Customers.

1.16.2. No later than September 1, 2021, the County shall provide the Franchise Collector a list of Residential Units that shall receive Disability Backdoor Service. The Disability Backdoor Service list shall be subject to any additions or deletions deemed appropriate by the County during the Contract Period. The Franchise Collector shall not remove or add any Residential Customer to or from the Disability Backdoor Service list unless such change is approved in advance by the Project Manager.

1.16.3. The point of collection for Disability Backdoor Service shall be the Residential Customer's front yard, side yard or other location that is mutually acceptable to the Franchise Collector and the Residential Customer. If the Residential Customer and the Franchise Collector cannot agree on a location, the Project Manager shall designate the location. The Residential Customer's Residential Yard Waste and Residential Bulk Waste shall be placed curbside, and the edge of the waste shall be within six (6) feet of a publicly or privately maintained roadway or the closest accessible public right-of-way.

1.16.4. The Franchise Collector shall provide Disability Backdoor Service on the Scheduled Collection Day when Residential Collection Services would otherwise be collected from the Residential Customer.

1.16.5. The County shall notify the Franchise Collector, in writing, when a Residential Customer qualifies for Disability Backdoor Service. The Franchise Collector shall begin to provide Disability Backdoor Service for the collection of Residential Solid Waste and Residential Recycling Material within three (3) Operating Days after being notified by the County.

1.16.6. Every two (2) years after the Commencement Date, the County shall mail a letter to each Residential Customer receiving Disability Backdoor Service to verify that the Residential Customer still needs Disability Backdoor Services. The County shall notify the Franchise Collector of any changes to the Disability Backdoor Service list.

1.16.7. As of August 2020, the three (3) Collection Zones have approximately the following number of Residential Customers that receive Disability Backdoor Service:

- A. Disability Backdoor Service in Collection Zone 1 = 322
- B. Disability Backdoor Service in Collection Zone 2 = 327
- C. Disability Backdoor Service in Collection Zone 3 = 268

### **1.17. Special Collection Services**

1.17.1. Special Collection Services include: (a) the collection of oversized or large volumes of Solid Waste; (b) the collection of White Goods and Electronic Waste; (c) Backdoor Service for Residential Customers not designated by the County to receive Disability Backdoor Service; and (d) Residential Collection Service provided on a roadway that is not publicly maintained, excluding those Residential Customers located on a privately maintained roadway as identified in Hillsborough County Code of Ordinance and Laws 130-Solid Waste Collection and Disposal Article II.– Collection Disposal Services.

1.17.2. The Franchise Collector shall provide Special Collection Services on an on-call basis. The Franchise Collector shall provide such service within three (3) Operating Days after the service is requested by the County or on the specific date agreed to by the Franchise Collector and the Residential Customer.

1.17.3. Under Service Option 1, the collection of Residential Bulk Waste and other Special Collection Services shall be provided according to the price sheet in Exhibit 5, Special Collection Service Price Sheet. Under Service Option 2, the Franchise Collector shall provide Residential Curbside Bulk Waste Service four (4) times each year to each Residential Unit, without charge. If a Residential Customer requests additional Residential Curbside Bulk Waste Services or other Special Collection Services, the Franchise Collector shall provide such services, based on the prices shown in Exhibit 5. The Franchise Collector shall not charge any other fee for a Special Collection Service unless approved in advance by the County or expressly authorized herein.

1.17.4. The price for Backdoor Service and for Residential Collection Service provided pursuant to Section 1.17.1 (d), above, shall be negotiated directly between the Franchise Collector and the Residential Customer. The County shall not pay for Backdoor Service. The Franchise Collector shall report through the CMS the negotiated rate for any Residential Unit receiving Backdoor Service. The Franchise Collector shall be responsible for the billing and collection of fees for Backdoor Service and Special Collection Services.

### **1.18. Restrictions on Collection of Mixed Loads**

1.18.1. Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, and Residential Bulk Waste shall each be handled separately by the Franchise Collector at all times during the collection process. However, the Franchise Collector shall have no obligation to separate these materials if the Residential Customer placed them in a Roll Cart designated for Residential Solid Waste. Further, and notwithstanding anything else contained herein, Residential Solid Waste and Residential Bulk Waste may be collected and commingled together in one Collection Vehicle.



1.18.2. The Franchise Collector shall not commingle Residential Solid Waste, Residential Recycling Material, Residential Yard Waste or Residential Bulk Waste with Solid Waste or other materials collected outside of the Franchise Collector's designated Collection Zone.

1.18.3. The Franchise Collector shall not commingle Residential Solid Waste, Residential Recycling Material, Residential Yard Waste or Residential Bulk Waste with Solid Waste or other materials collected from any commercial establishment or Commercial Customer.

1.18.4. Notwithstanding the foregoing, the Director may waive any of the requirements in this Section 1.18 and thus allow the Contractor to combine different types of material if the Director determines that the waiver will be in the public interest. In such cases, the Franchise Collector shall file a written request with the Director, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Director may grant or deny the written request, in his or her sole discretion, but any waiver must be in writing.

### **1.19. Non-Collection Notice and Service Interruption Notices**

1.19.1. The Franchise Collector shall use Non-Collection Notices to educate Residential Customers about the proper way to set out Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, or Residential Bulk Waste for collection. The County will be responsible for the design and content of the Non-Collection Notices.

1.19.2. If the Franchise Collector elects not to collect a Residential Customer's Solid Waste because the Solid Waste was not set out in compliance with Hillsborough County Code of Ordinance and Laws 130-Solid Waste Collection and Disposal Article II – Collection Disposal Services, the Franchise Collector shall fill out a Non-Collection Notice and firmly affix the notice on the Residential Customer's Roll Cart, Container, Residential Yard Waste, or Residential Bulk Waste.

1.19.3. In the event the Franchise Collector does not correctly fill out and affix a Non-Collection Notice at the time of refusal and does not collect the Residential Customer's waste or Recyclables, the Franchise Collector's failure to collect such materials shall be considered a Residential Collection Complaint, and the Franchise Collector shall return to the Residential Customer's property and collect the Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, or Residential Bulk Waste on the same day that the Franchise Collector is notified by the County.

1.19.4. The Franchise Collector shall not be responsible for inspecting inside a Roll Cart when the lid is closed during collection, but the Franchise Collector shall not collect Contaminated Residential Recycling Material when it is observed protruding from a Roll Cart or is clearly visible before emptying the Roll Cart into the Residential Collection Vehicle.

1.19.5. The Franchise Collector shall leave Contaminated Residential Recycling Material uncollected after visually determining the Residential Recycling Material contains more than 30% by volume or weight of non-conforming material.

1.19.6. If the Franchise Collector determines that the Residential Recycling Material is non-conforming, the Franchise Collector shall notify the Residential Customer by affixing educational material onto the Roll Cart and leaving a Non-Collection Notice. In instances when Roll Carts have already been emptied into the Residential Collection Vehicle and Contaminated Residential Recycling Material was observed, the Franchise Collector shall still notify the Residential Customer by affixing educational material onto the Roll Cart.

1.19.7. The Franchise Collector shall immediately notify the Project Manager via e-mail in cases where the Franchise Collector knows or reasonably should know that the Franchise Collector will be unable to provide one or more Residential Collection Services on one or more Routes due to vehicle breakdowns, labor shortages, Force Majeure events, or other circumstances. In such cases, the Project Manager and the Franchise Collector shall work together to ensure that appropriate notice is provided to the affected Residential Customers as expeditiously as possible. The Project Manager and the Franchise Collector shall immediately notify their respective customer service representatives so that the customer service representatives will be prepared to

respond to any telephone calls concerning the interruption in Residential Collection Services. Within one Operating Day after the Franchise Collector provides notice to the Project Manager: (a) the Franchise Collector shall post notice on the Franchise Collector's website; and (b) the Franchise Collector shall affix a Non-Collection Notice to the affected Residential Customers' Roll Cart, Residential Bulk Waste, or Residential Yard Waste, as applicable. The content of the Non-Collection Notice shall be subject to the prior written approval of the Project Manager. At a minimum, the notice shall instruct affected Residential Customers to visit the County's website or call the County's service center for updated information concerning the interruption in service. Notwithstanding anything else contained herein, any or all of the requirements in this paragraph may be waived by the Project Manager, in his or her sole discretion, if the Project Manager determines that such requirements are unnecessary, infeasible, or otherwise inappropriate under the circumstances.

#### **1.20. Spillage and Littering**

1.20.1. The Franchise Collector shall not litter or cause any spillage to occur in the Service Area due to the collection and transport of materials. During transportation, all collected Solid Waste shall be contained, tied, or enclosed so that leaking, spilling, falling, escaping, and blowing is prevented from Collection Vehicles. If litter is released or falls from a Collection Vehicle for any reason, the Franchise Collector shall immediately and safely retrieve the litter.

1.20.2. In the event there is a spill of oil, hydraulic fluid, or other liquid from a Collection Vehicle, the Franchise Collector shall promptly clean up the spill the same day the incident occurs. Additional time to clean up the spill may be granted by the Project Manager when the Franchise Collector is unable to complete the necessary work within the time provided herein, subject to the requirements in Section 1.30.5, below.

1.20.3. Sections 1.30.5, 1.30.6, and 1.30.7 shall govern the repair and restoration of public and private property, including but not limited to roads, damaged by a spill from one of the Franchise Collector's Collection Vehicles.

#### **1.21. Customer Communications**

1.21.1. The County shall have the primary responsibility for receiving and documenting all calls, complaints, and other communications from Residential Customers regarding Residential Collection Services.

1.21.2. The Franchise Collector shall be responsible for receiving and documenting all calls and communications related to Commercial Collection Services, including but not limited to, billing inquiries, requests for service and complaints.

1.21.3. If the Franchise Collector receives a call from a Residential Customer regarding Residential Collection Services, the Franchise Collector shall forward the call to the County. Calls received by the Franchise Collector regarding Commercial Collection Services shall be documented in the CMS and handled directly by the Franchise Collector.

1.21.4. The Franchise Collector's telephone system shall provide a prompt that allows Residential Customers to be transferred to the County.

#### **1.22. Handling Residential Customer Complaints**

1.22.1. The Franchise Collector shall be responsible for receiving, documenting, responding to, and resolving Collection Complaints reported to the Franchise Collector by the County and Commercial Customers. If there is a dispute over the legitimacy of a Collection Complaint, the County shall make the final determination as to whether the expressed concern is a Collection Complaint or not.

1.22.2. The Franchise Collector shall utilize the CMS to track, document, and respond to any matter related to Residential Collection Services, Collection Complaints, inquiries, Special Collection Services, and the usage of Non-Collection Notices.

1.22.3. The County will provide the Franchise Collector with on-site training and a written procedure on how to use the CMS. The Franchise Collector shall comply at all times with the County's CMS procedures.

1.22.4. The County reserves the right to change the CMS during the Contract Period. The County will be responsible for all costs associated with the CMS, including any changes.

1.22.5. The Franchise Collector shall promptly resolve a Residential Missed Collection Complaint.

- A. If the Franchise Collector is informed about a Residential Missed Collection Complaint before 12:00 p.m., the Franchise Collector shall return to the Residential Unit and provide the Residential Collection Service by 4:30 p.m. the same Operating Day.
- B. If the Franchise Collector is notified about a Residential Missed Collection Complaint after 12:00 p.m. or at any time on a Sunday or Holiday, the Franchise Collector shall return to the Residential Unit and provide the Residential Collection Service by 12:00 p.m. on the next Operating Day.

1.22.6. The Franchise Collector shall promptly remedy the cause of Collection Complaints. The Franchise Collector shall respond to inquiries and resolve Collection Complaints that are not Residential Missed Collection Complaints within 24 hours after notification from the County or Commercial Customer. The County may grant additional time to resolve Collection Complaints if the Franchise Collector attempts to correct the problem but is unable to do so within the time provided herein.

1.22.7. Collection Complaints that are not resolved in compliance with the timetables herein shall count as an additional Collection Complaint each Operating Day until such Collection Complaint is resolved pursuant to these Specifications.

### **1.23. Service Verification System**

1.23.1. The Franchise Collector shall propose, provide, populate, and maintain a web-based Service Verification System. The Service Verification System shall archive all video recordings for 180 days for Residential Collection Services, and GPS data for a minimum of one year for Residential and Commercial Collection Services.

1.23.2. The Franchise Collector shall configure the Service Verification System to provide the County with access to all of the GPS data and video recordings of each Collection Vehicle's movements and activities while the vehicle was providing Collection Services. It is anticipated that the Franchise Collector will use a third party service provider to manage the archived information in the Service Verification System. If so, the County shall have the right to contact the service provider directly and request the archived materials it wishes to review. When making such requests, the County shall identify the Collection Vehicles, and/or the times, dates, and locations, that are of interest to the County. The Franchise Collector's service provider shall provide the requested materials to the County within two (2) Business Days after the service provider receives the County's request. The Franchise Collector and its service provider shall not limit or restrict the County's access to any such data or video recordings. The County shall not be required to obtain the Franchise Collector's approval before the County obtains any of the video recordings or GPS data in the Service Verification System.

1.23.3. The Service Verification System shall be used by the Franchise Collector and the County to monitor collection events, track and verify the location of Collection Vehicles when providing Collection Services, and to resolve disputes.

1.23.4. The Franchise Collector shall be responsible for all costs associated with purchasing, installing, operating and maintaining the Service Verification System, as well as the costs for training and support services.

1.23.5. The Service Verification System shall:

- A. Provide the County with the capability to generate/download reports related to collection events and Roll Cart set out data in Microsoft Excel format.
- B. Provide the County with historical map-based vehicle locations for all Collection Vehicles, as specified in Exhibit 6, GPS System Requirements.
- C. Provide the County with access to view all photographs and video recordings of all Collection Services

and other related events such as, but not limited to property damage, and spillage incidents.

- D. Be fully operational and accessible to the County any time, Monday through Saturday.
- E. Include on-site training for the Franchise Collector and County at least 30 Days before the Commencement Date and provide ongoing training and support as needed during the Contract Period.

#### **1.24. Changes to Collection Schedules and Routes**

1.24.1. After the Commencement Date, the Franchise Collector shall not change the Scheduled Collection Day for part or all of a Route unless such change is approved in advance, in writing, by the Project Manager.

1.24.2. To change the Scheduled Collection Day for a Route, the Franchise Collector shall submit a new Collection Plan to the Project Manager at least 60 days before the Franchise Collector plans to implement the proposed change to the Route.

1.24.3. The County will not approve a change to a Route if the change will alter the Scheduled Collection Days for Residential Customers and the change will be implemented during the months of November through January.

1.24.4. Unless the Project Manager approves an alternate notification schedule, a minimum of two (2) separate notices shall be provided to notify affected Residential Customers of a change in their Scheduled Collection Days. The content of the notices shall be approved by the Project Manager prior to distribution.

- A. The first notice shall be mailed to the Residential Customers approximately two (2) weeks prior to a change of services.
- B. The second notice shall be a hanger, which shall be left on the Residential Customer's Roll Cart approximately one (1) week before the change of services.
- C. The Franchise Collector shall be responsible for all printing, postage, labor, and other costs associated with notifications pursuant to these Specifications.

1.24.5. The Franchise Collector shall comply with all of the terms and conditions in these Specifications when implementing an approved Route change. The Franchise Collector shall be subject to liquidated damages for all Residential Collection Complaints received as a result of an approved Route change.

#### **1.25. Accident Notification**

The Franchise Collector shall notify the Project Manager of any accident or incident involving the Franchise Collector's staff, Collection Vehicles, or equipment that occurs while providing Collection Services. In all such cases, verbal notice shall be provided within one (1) hour of the accident and a written report shall be provided to the Project Manager via e-mail the following Day, unless the Franchise Collector is notified by the Project Manager that the written report is not required.

#### **1.26. Daily Route Status Updates**

1.26.1. The Franchise Collector shall promptly notify the County about any event or issue that will cause delays in the normal collection schedule for Residential Collection Services.

1.26.2. The Franchise Collector shall submit a Route Status Report twice each Operating Day. The report (Exhibit 7, Daily Route Status Report) shall be submitted via e-mail by 8:00 a.m. to notify the County of the status of each Route at the start of the Operating Day. The Franchise Collector shall submit an updated report by 6:30 p.m. to notify the County whether all Routes were completed or not. For the purposes of this Section 1.26.2 only, a Route shall not be deemed complete on a Scheduled Collection Day until all of the Residential Units on the Route have received the Residential Collection Service that was scheduled for them on that Day. A Route shall be deemed incomplete if twenty (20) or more of the Residential Units on the Route did not receive the collection service (Residential Solid Waste, Residential Yard Waste or Residential Recycling Material) that was scheduled to be provided on that Scheduled Collection Day.

**1.27. Franchise Collector's Personnel**

1.27.1. The General Manager or District Manager shall be the primary point of official contact on behalf of the Franchise Collector for all technical and administrative matters during the Contract Period. The General Manager or District Manager shall be responsible for overseeing and implementing the Franchise Collector's performance during the Contract Period.

1.27.2. The Franchise Collector shall appoint one (1) or more Operations Managers. The Operations Manager shall oversee the day-to-day operations of providing Collection Services during the Contract Period.

1.27.3. The Franchise Collector shall designate three (3) or more Field Supervisors, who shall provide additional oversight of the Residential Collection Services provided during the Contract Period. The Field Supervisors shall have immediate access to an automobile or truck between 3:00 a.m. and 9:00 p.m., each Operating Day.

1.27.4. The County shall have immediate access to the Operations Manager, Field Supervisors, and District Manager/General Manager by telephone, text message or e-mail during Operating Days from 6:00 a.m. to 6:00 p.m. The Franchise Collector shall respond within two (2) hours to all telephone voice messages, text messages and e-mails received from the County during Operating Days and Collection Service hours.

1.27.5. The Operations Manager and Field Supervisors shall be equipped at all times with a mobile device that can receive and respond to Collection Complaints or inquiries from the CMS.

1.27.6. The Franchise Collector's employees shall not use profane language during the performance of their duties. The Franchise Collector's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. Franchise Collector's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.

1.27.7. Each of the Franchise Collector's employees shall visibly display a name tag or other means of identifying him or her as an employee of the Franchise Collector (e.g., a uniform with company logo) at all times when performing Collection Services pursuant to these Specifications.

1.27.8. All Employees of the Franchise Collector shall wear proper attire at all times when performing Collection Services pursuant to these Specifications. Proper attire shall consist of appropriate pants or shorts, a shirt with the Franchise Collector's name or logo, and boots or similar footwear. The attire shall include any necessary personal protective equipment (PPE) required by OSHA or by industry best practices.

1.27.9. At all times when operating Collection Vehicles or equipment pursuant to these Specifications, the Franchise Collector's drivers shall carry a valid Florida driver's license for the type of Collection Vehicle or equipment being operated. The license shall be provided to the County upon request.

1.27.10. All of the Franchise Collector's permanent full-time employees working under the Franchise Agreement shall be paid a minimum rate equal to or greater than \$15 per hour. Payroll records shall be made available for review by the County upon request. At a minimum, the payroll information shall include the employee's name, job title, rate of hourly pay, number of hours worked weekly, and job site location.

**1.28. Removal of Employees**

1.28.1. The Project Manager reserves the right to request the removal of any employee assigned to perform Collection Services pursuant to these Specifications. Such a request shall be adhered to and shall be for good cause only and addressed in writing to the Franchise Collector's General Manager or District Manager.

1.28.2. Notwithstanding the foregoing, the Franchise Collector shall not be required to take any action with regard to an employee that would violate any applicable law or the Franchise Collector's personnel policies.

**1.29. Designated Facilities**

1.29.1. The Designated Facilities for Residential Solid Waste and Residential Yard Waste shall be open

Monday through Saturday, 7:00 a.m. to 5:00 p.m., Eastern Time, except on Holidays or as otherwise necessary.

1.29.2. The Designated Facility for Residential Recycling Material shall be open Monday through Saturday, 7:30 a.m. to 5:30 p.m., Eastern Time, except on Holidays or as otherwise necessary.

1.29.3. The County shall identify the Designated Facility where the Franchise Collector shall deliver Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, and Residential Bulk Waste. Subject to Section 1.29.6, below, the Franchise Collector shall use the following Designated Facilities:

- A. All of the Residential Solid Waste and Residential Bulk Waste collected in the Northwest Collection Zone (Zone 1) shall be delivered to the Northwest Transfer Station and/or the Resource Recovery Facility. All of the Residential Yard Waste collected in the Northwest Collection Zone shall be delivered to the Northwest County Yard Waste Facility, or the Falkenburg Yard Waste Facility.
- B. All of the Residential Solid Waste and Residential Bulk Waste collected in the Central Collection Zone (Zone 2) shall be delivered to the Resource Recovery Facility, the Northwest Transfer Station, and/or the South County Transfer Station. All of the Residential Yard Waste collected in the Central Collection Zone shall be delivered to the Northwest County Yard Waste Facility, the Falkenburg Yard Waste Facility, and/or the South County Yard Waste Facility.
- C. All of the Residential Solid Waste and Residential Bulk Waste collected in the South Collection Zone (Zone 3) shall be delivered to the Resource Recovery Facility, the Southeast County Landfill and/or the South County Transfer Station. All of the Residential Yard Waste collected in the South Collection Zone shall be delivered to the Falkenburg Yard Waste Facility and/or the South County Yard Waste Facility.
- D. Residential Yard Waste collected in any Collection Zone (Zones 1, 2, and 3) may be taken to the Hillsborough Heights Landfill, if the County's Falkenburg Yard Waste Facility is relocated to the Hillsborough Heights Landfill. The County anticipates, but does not guarantee, that the Falkenburg Yard Waste Facility will be relocated to the Hillsborough Heights Landfill in 2021 or later.
- E. All of the Residential Recycling Material collected in the Northwest, Central, and South Collection Zones (Zones 1, 2, and 3) shall be taken to the Tampa Material Transfer Facility. However, Residential Recycling Material shall be delivered to the County's Falkenburg Facility Campus if the Tampa Material Transfer Facility is not accepting the County's Residential Recycling Material for any reason and the County provides written notice to the Franchise Collector that the County is prepared to receive Residential Recycling Material at the Falkenburg Facility Campus.

1.29.4. If the Franchise Collector wishes to use a Designated Facility that was not assigned to the Franchise Collector, the Franchise Collector may submit a written request to use an alternate facility. In such cases, the Director will grant or deny such request as expeditiously as possible.

1.29.5. The names and addresses of the Designated Facilities are shown below. The locations of the Designated Facilities are graphically depicted in Exhibit 17, Collection Zones and Designated Facilities. The Franchise Collector shall use the following Designated Facilities to dispose of Solid Waste, Residential Recycling and yard waste generated from Residential and Commercial Customers.

- A. Solid Waste:
  - I. Resource Recovery Facility: 350 N Falkenburg Rd, Tampa, 33619
  - II. South County Transfer Station: 13000 U.S. Highway 41, Gibsonton, FL 33534
  - III. Northwest Transfer Station: 8001 W Linebaugh Ave., Tampa, FL 33625
  - IV. Southeast County Landfill: 15960 County Rd. 672, Lithia, FL 33547
- B. Yard Waste:
  - I. Northwest County Yard Waste Facility: 8001 W. Linebaugh Avenue, Tampa, Florida 33625
  - II. Falkenburg Yard Waste Facility: 350 N. Falkenburg Road, Tampa, Florida 33619
  - III. South County Yard Waste Facility: 13000 U.S. Highway 41 Gibsonton, Florida 33534
  - IV. Hillsborough Heights Landfill: 6209 County Road 579, Seffner, Florida, 33584

C. Residential Recycling Material:

- I. Tampa Material Transfer: 5113 Uceta Road, Tampa, Florida 33619
- II. Falkenburg Facility Campus: 350 N. Falkenburg Road, Tampa, Florida 33619

1.29.6. The Director shall have the right to select and designate a different facility for the Recycling or disposal of any of the materials collected by the Franchise Collector pursuant to the Franchise Agreement. If the Director selects and designates a different facility to replace one or more of the facilities designated pursuant to Section 1.29.3, above, the Contractor shall continue to be paid the rates approved herein, unless the newly designated facility is located more than ten (10) miles from the County's originally designated facility. The ten (10) mile distance shall be measured in a straight line from the County's originally designated facility (i.e., not in highway miles). If the new Designated Facility is located beyond this distance, the County and the Franchise Collector shall negotiate an appropriate adjustment in the rates and, thereafter, the Franchise Collector shall be paid the adjusted rates when the Franchise Collector delivers Solid Waste or Recyclables to the new Designated Facility. The adjustment shall be limited to the amount that the Franchise Collector's transportation costs have increased as a result of having to transport the Solid Waste or Recyclables more than ten (10) miles to the new Designated Facility. For example, if the new Designated Facility is located twenty (20) miles from the County's originally designated facility, the adjustment shall be based on the incremental cost of transporting the Solid Waste an additional ten (10) miles. If the Director instructs the Franchise Collector to deliver Solid Waste or Recyclable Materials to a Designated Facility that is located more than ten (10) miles from the County's originally designated facility and the Director requires such deliveries to be made before the County and the Franchise Collector have negotiated and approved a mutually acceptable adjustment to the rates, the County shall pay the Franchise Collector for the additional transportation costs the Franchise Collector incurs when delivering such materials to the new Designated Facility. The County's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by the Franchise Collector, and limited to the amount that the Franchise Collector's transportation costs increase as a result of having to transport Solid Waste or Recyclables more than ten (10) miles to the new Designated Facility. If the new Designated Facility is located ten (10) miles or less from the County's originally designated facility, there shall be no increase in the rates paid by the County.

**1.30. Public and Private Property**

1.30.1. The collection points on rights-of-ways are frequently co-located with other utility easements; therefore, attention shall be given to the location of water meters, transformers, utility poles, and irrigation structures.

1.30.2. Authorization to use an easement does not abrogate the Franchise Collector's responsibility to prevent damage while providing Collection Service. The Franchise Collector shall notify the County, via e-mail, of any and all damage to public or private property the same day the incident occurs.

1.30.3. The Franchise Collector shall not damage any public or private property, including but not limited to roadways, driveways, sidewalks, utilities, trees, flowers, shrubs, sod, mailboxes, or Containers.

1.30.4. If the Franchise Collector's employee damages private or public property, the employee shall immediately notify their direct supervisor and the supervisor shall notify the property owner and County. If the property owner is not known or readily identifiable, the supervisor shall leave a notice that includes the Franchise Collector's name and phone number.

1.30.5. The Franchise Collector shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any public or private property that has been damaged by the Franchise Collector's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Franchise Collector, its employees or agents. The Franchise Collector shall promptly investigate and respond to any claim concerning property damage. If the Project Manager or a Customer informs the Franchise Collector before 12 p.m. (noon) on an Operating Day concerning any such claim, the Franchise Collector shall investigate and respond to the Project Manager and Customer before the end of that day. If the Project Manager or a Customer informs the Franchise Collector after noon, the Franchise Collector shall investigate and respond to the Project Manager and Customer before noon on the next Operating Day. The Franchise Collector shall repair any damage within five (5) Operating Days after the Franchise Collector receives notice that the damage occurred unless the Franchise Collector requests and the Project Manager grants an extension of time for completing the necessary work. The Project Manager shall grant a reasonable extension of time if the Franchise Collector submits (a) a report demonstrating that the Franchise Collector has used continuous diligent efforts to comply with the deadlines in this

Section 1.30.5, but nonetheless is still unable to comply, and (b) a written plan and schedule for completing the work. In all cases, the public or private property shall be restored as expeditiously as possible to a condition that is at least equal to its condition before the damage occurred. If the Franchise Collector fails to complete the repair or restoration work in compliance with the timetables and requirements specified herein, the County may perform or arrange for a third party to perform the work and then deduct the cost of the work from the County's monthly payments to the Franchise Collector.

1.30.6. In any case involving property damage, the Franchise Collector may submit photographs, video recordings, and other relevant information to the Project Manager to demonstrate that the Franchise Collector did not cause the damage. The Project Manager shall fairly consider all such information before the Project Manager decides whether the Franchise Collector must undertake any repairs or other work pursuant to Section 1.30.5, above.

1.30.7. The Franchise Collector shall not be liable under the Franchise Agreement for normal wear and tear to County-maintained streets. The Franchise Collector shall not be liable under the Franchise Agreement for damages to County-maintained streets caused by the weight of the Franchise Collector's Collection Vehicles, except to the extent of the Franchise Collector's negligence, willful misconduct, or breach of the Specifications.

1.30.8. The Director shall resolve any disputes between the Franchise Collector, the Project Manager, or any third party concerning the Franchise Collector's obligations under Sections 1.30.5 and 1.30.6, above.

### **1.31. Access to Streets and Collection**

1.31.1. The Franchise Collector shall provide Collection Services on narrow and dead-end streets, unpaved streets, and private roadways as required, and other areas where access is limited.

1.31.2. The Franchise Collector's Collection Vehicles shall not enter or drive upon any private driveway to turn around or for any other purpose unless the Franchise Collector has received the owner's prior written permission.

1.31.3. If Residential Collection Services cannot be provided due to the closure of a public or private street, or if access is denied for any reason, the Franchise Collector shall notify (via e-mail) the County within two (2) hours, and return no later than the next Operating Day to provide service to the Residential Customers. The Franchise Collector shall provide Residential Collection Service to the Residential Customers on the next Scheduled Collection Day if the street is still closed upon the second attempt to provide Residential Collection Services.

1.31.4. The Franchise Collector shall work with Residential Customers to determine a mutually acceptable location for Residential Collection Services to be provided, if access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason for an extended period of time. If a mutual agreement cannot be reached between the Franchise Collector and the Residential Customer, the Project Manager shall specify the location where the Residential Collection Services shall be provided.

1.31.5. The Franchise Collector shall notify the Project Manager within two (2) hours if the Franchise Collector encounters a situation (e.g., narrow streets, dogs, electrical wires, trees) that prevents the Franchise Collector from gaining the access needed to provide Residential Collection Service. If the Franchise Collector is unable to resolve the issue with the Residential Customer, the Franchise Collector may request, in writing, that the Project Manager approve an alternate collection location. The Project Manager decision regarding the approval of a suitable alternate collection location shall be final.

1.31.6. Franchise Collector's Collection Vehicles shall remain on the right side of the roadway when providing Collection Service.

### **1.32. Collection Vehicle and Equipment**

1.32.1. The Franchise Collector is encouraged, but not required, to use clean technologies and Alternate Fuel sources in all of the vehicles it uses when providing services for the County.

1.32.2. The Franchise Collector's designated Collection Vehicles shall be used solely to provide Collection Service in the Service Area. The Franchise Collector shall not provide Collection Services with vehicles that have



not been approved in advance, in writing, by the County. Collection Vehicles used to provide Collection Services under these Specifications shall not be used to collect Solid Waste outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Services inside the Service Area, unless the Franchise Collector receives the County's prior written approval.

1.32.3. Residential Vehicle Age Requirements

- A. From the Commencement Date through September 30, 2027, the average age of the Franchise Collector's fleet of front-line Residential Collection Vehicles shall not be greater than five (5) years. On October 1, 2027 and each October 1 thereafter, the average age of the Franchise Collector's fleet of front-line Residential Collection Vehicles shall be allowed to increase by one (1) year. The age of a vehicle shall be determined by referring to the year when the vehicle was manufactured.
- B. On and after October 1, 2023, the Franchise Collector shall not use any Residential Collection Vehicle that was manufactured before January 1, 2018.
- C. If a Residential Collection Vehicle is replaced, the age of the replacement vehicle must be less than or equal to the age of the vehicle it replaces.
- D. Reserve Residential Collection Vehicles put into temporary service shall not be more than ten (10) years old if they are automated side-loading vehicles and they shall not be more than twelve (12) years old if they are rear-loading vehicles.

1.32.4. All Collection Vehicles shall be painted a uniform color.

1.32.5. The Franchise Collector shall not use front-loading vehicles to provide Residential Collection Services.

1.32.6. Residential Collection Vehicles shall be equipped at all times with fully operational global positioning systems (GPS) and cameras mounted on the outside of the Collection Vehicle that provide 360-degree camera coverage to monitor and record events occurring while providing Collection Services (no in-cab driver view). The Franchise Collector shall not utilize Residential Collection Vehicles that do not contain a fully operational GPS and camera system, without prior written approval from the Project Manager.

1.32.7. Commercial Collection Vehicles shall be equipped at all times with fully operational global positioning systems (GPS) to monitor and record the vehicle's location while providing Collection Services. The Franchise Collector shall not utilize Commercial Collection Vehicles that do not contain a fully operational GPS system, without prior written approval from the Project Manager.

1.32.8. The Franchise Collector's Commercial Collection Vehicles shall be in good working order at all times. However, there are no limits on the age of the vehicles and equipment used to provide Commercial Collection Services.

1.32.9. Collection Vehicles shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher (i.e., a 5 or 10 pound, Class ABC fire extinguisher meeting the applicable requirements of the Fire Marshall, UL code, and local, state, and national laws); (c) a heavy-duty broom, a reach stick, a rake, and a large dustpan; (d) a spill response kit for leaks or spills; (e) an audible back-up warning device; and (f) back-up cameras.

1.32.10. Advertising (i.e., non-company branding) shall not be allowed on Collection Vehicles, Commercial Containers, or equipment used to provide Collection Service in the County.

1.32.11. Collection Vehicles shall be equipped with a County issued Transponder. The County will assign a Transponder to all Collection Vehicles, and the Transponder shall remain attached to the designated Collection Vehicle unless otherwise approved by the County. The Franchise Collector shall reimburse the County for the actual cost of the Transponders. The County will provide the cost for the Transponder and outline the reimbursement process at the Post-Award Meeting.

1.32.12. The Franchise Collector shall have Residential Collection Vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are utilized. If the Franchise Collector must use

a substandard public or private road (as determined by the Project Manager) to obtain access to a Residential Unit, the Franchise Collector shall use lightweight vehicles when providing Residential Collection Services on such roads. On or before the Commencement Date, and on or before each October 1st thereafter, the Franchise Collector shall provide the Project Manager with a descriptive listing of the lightweight vehicles that will be utilized on such roads. The list shall be subject to the Project Manager's approval.

### **1.33. Reserve Vehicles**

1.33.1. The Franchise Collector shall have reserve Residential Collection Vehicles available to complete daily Routes. Reserve Residential Collection Vehicles shall be used when unanticipated delays will prevent front-line Residential Collection Vehicles from completing the Route(s) within the established hours for Residential Collection Services.

1.33.2. The reserve Residential Collection Vehicles shall be ready to go into service within two (2) hours of any breakdown or delay.

1.33.3. The reserve Residential Collection Vehicles shall comply with the requirements applicable to front-line vehicles, except the age requirement.

1.33.4. At all times, the Franchise Collector shall maintain a reserve Residential Collection Vehicle ratio of no less than 18% of the total number of front-line Residential Collection Vehicles. The Franchise Collector may count Missed Collection Vehicles towards the reserve Residential Collection Vehicle ratio. The Residential Collection Vehicle ratio shall be calculated by multiplying the total number of front-line Residential Collection Vehicles by 18%. For example, if the Franchise Collector uses 50 front-line Residential Collection Vehicles to provide Residential Collection Services, the Franchise Collector shall have at least 9 reserve Residential Collection Vehicles.

### **1.34. Missed Collection Vehicle**

At all times, the Franchise Collector shall have a minimum of two (2) fully functioning Missed Collection Vehicles that are dedicated to Residential Missed Collection Complaints. However, the Franchise Collector, upon approval from the Project Manager, shall be able to use Missed Collection Vehicles for other purposes but will remain available as required to resolve Residential Missed Collection Complaints. The Missed Collection Vehicles shall comply with all of the requirements in these Specifications for front-line vehicles.

### **1.35. Staging Area for Collection Vehicles**

1.35.1. The Franchise Collector shall maintain an operational office, staging area, and maintenance facility in Hillsborough County that enables all weather, year-round safety inspections, maintenance operations, and storage for the Collection Vehicles and equipment used under the Franchise Agreement.

1.35.2. The Franchise Collector shall prepare a Driver Vehicle Inspection Report (DVIR) each Operating Day for all Collection Vehicles providing Collection Services. The DVIR must identify the vehicle and any defect or deficiency discovered or reported by the driver that would affect the safe operation of the Collection Vehicle or result in its mechanical breakdown. The Franchise Collector shall remove the Collection Vehicle from service until all safety issues have been repaired or resolved.

- A. The Franchise Collector shall provide the DVIRs for a two (2) week period, within 24 hours after receiving a written request from the County, for any Collection Vehicle that damages private or public property or spills oil or hydraulic fluid in the Service Area.
- B. If the DVIR identifies a mechanical issue with the Collection Vehicle that, if repaired, would have otherwise prevented the spillage or property damage from occurring, the Franchise Collector may be subject to liquidated damages as specified in Section 2.7.1.

1.35.3. The Franchise Collector's staging area for the Collection Vehicles shall provide adequate lighting to ensure clear visibility is provided when preparing a DVIR for a Collection Vehicle. The staging area where the Collection Vehicles are parked shall be covered with asphalt or concrete.

1.35.4. The County may inspect any Collection Vehicle at any reasonable time during an Operating Day. The County also shall inspect all Collection Vehicles twice annually. The Collection Vehicle inspections shall be conducted on Saturdays or Sundays at the Franchise Collector's facility to confirm compliance with the requirements pursuant to these Specifications. The Franchise Collector shall have at least two (2) Field Supervisors present during the Collection Vehicle inspections.

**1.36. Maintenance and Cleaning**

1.36.1. The Franchise Collector shall monitor, maintain, and repair its Collection Vehicles and equipment in compliance with the manufacturer's recommendations and applicable laws.

1.36.2. The Franchise Collector shall remove from service any Collection Vehicle, Commercial Container, or other equipment that is leaking fluid of any kind or leaving tire marks on the roadway, and shall do so on the same day the Franchise Collector discovers the problem or receives a notification from the County. The Franchise Collector shall not return the Collection Vehicle, Commercial Container, or equipment back into service until the repairs are completed by the Franchise Collector and verified by the County. The County shall verify the completion of such repairs within 24 hours after the County receives written notification from the Franchise Collector that the repairs have been completed.

1.36.3. Collection Vehicles used to collect Putrescible Waste shall be washed thoroughly and sanitized with a disinfectant and deodorant once each week unless the County approves, in writing, an alternate cleaning schedule.

**1.37. Vehicle Identification**

1.37.1. The Franchise Collector shall display the County's telephone number and logo (decal or painted) on the sides and rear of Collection Vehicles. The County will provide the approved artwork and size of artwork for the Collection Vehicles at the Post Award Meeting. Additionally, the Franchise Collector shall display its logo and telephone number on the sides of Collection Vehicles and Commercial Containers, except vehicles that transport Roll-off Containers and compactors.

1.37.2. Collection Vehicles delivering Solid Waste to a Designated Facility shall display the account number assigned by the Solid Waste Management Division, and the Collection Vehicle number assigned by the Franchise Collector, on the driver and passenger door of the Collection Vehicle. The County shall approve the placement and size of the account numbers on Collection Vehicles.

1.37.3. Collection Vehicles that are not properly marked and registered in the Solid Waste Integrated Management System (SWIMS) will not be processed as a prepaid customer.

1.37.4. Requests to register Collection Vehicles in SWIMS may be e-mailed to the County, Monday through Friday, from 8:00 a.m. to 5:00 p.m. The County typically will process the request in one Operating Day. In emergency situations, the County will try to expedite the vehicle registration process.

**1.38. Education Outreach Fee**

1.38.1. The County shall have the primary responsibility for creating public education and outreach promotional materials concerning Collection Services and Recyclables.

1.38.2. The Franchise Collector shall pay a fee in the amount of Seventy-Five Thousand Dollars (\$75,000) to the County each year to support the County's education and outreach efforts.

- A. The County, in its sole discretion, may utilize the funds as it deems appropriate to promote recycling and solid waste programs.
- B. The Franchise Collector shall deliver its payment to the County each year by September 30. However, the first payment shall be delivered to the County no later than March 1, 2022 and it shall be in the amount of Fifty Thousand Dollars (\$50,000). The second payment shall be delivered no later than September 30, 2022 and it shall be in the amount of Seventy-Five Thousand Dollars (\$75,000).

**1.39. Pilot Studies**

1.39.1. During the Contract Period, the County may conduct pilot studies to evaluate strategies to increase Recycling participation, waste reduction, collection efficiency or similar topics.

1.39.2. If additional services are necessary from the Franchise Collector to perform the pilot studies, the Franchise Agreement shall be modified.

1.39.3. The Franchise Collector shall cooperate with the County in conducting such pilot studies and shall enter into good faith negotiations with the County if additional services are necessary from the Franchise Collector to carry out the pilot studies.

**1.40. Commercial Contracts**

1.40.1. In 2013 the County awarded Franchises to three (3) companies. Those Franchises expire on January 31, 2022. All of the contracts between those companies and their Commercial Customers shall expire on January 31, 2022. Accordingly, a Franchise Collector shall not provide Commercial Collection Services under the Franchise Agreement until February 1, 2022, at 3:00 a.m.

1.40.2. A Franchise Collector shall not solicit or sign any contract for Commercial Collection Services with any Commercial Customer, Commercial Broker, or other Person before October 1, 2021. This prohibition applies to the Franchise Collector and its subsidiaries, affiliates, employees, and agents. If this prohibition is violated, the Commercial Customer may terminate its contract with the Franchise Collector at any time, without penalty, after giving thirty (30) Days' notice to the Franchise Collector. If a Franchise Collector reasonably believes that another Franchise Collector or other Person violated the prohibition in this Section 1.40.2, the aggrieved Franchise Collector may report the violation to the Project Manager, who shall assess liquidated damages pursuant to Section 2.7.2, below, if the violation occurred.

1.40.3. Before the Commencement Date, the Franchise Collector shall work with the Commercial Customers and the incumbent Franchise-holders to ensure that there is a smooth transition of service on the Commencement Date. After the Commencement Date, if a Commercial Customer chooses to lawfully change the Franchise Collector that is providing Commercial Collection Services to that Commercial Customer, the current Franchise Collector and the future Franchise Collector shall work cooperatively to ensure there is a smooth transition of Commercial Collection Services. In all cases, all Franchise Collectors shall work diligently to ensure that the Commercial Customer is not negatively impacted by the transition.

1.40.4. The initial term of a contract between a Franchise Collector and a Commercial Customer or Commercial Broker shall not be longer than three (3) years. At the end of the initial term, the contract may be renewed and extended one time for a maximum duration of one year, if the Franchise Collector and the Commercial Customer provide their written consent to the extension. Upon the expiration of the initial or renewal term (if any), the contract shall be extended automatically on a month-to-month basis until the Commercial Customer notifies the Franchise Collector that the Commercial Customer wishes to terminate the contract. The month-to-month contract may be cancelled by the Commercial Customer at any time, without penalty, after the Commercial Customer provides thirty (30) Days' notice to the Franchise Collector.

1.40.5. The Franchise Collector shall not enter into any contract with a Commercial Customer or Commercial Broker that is inconsistent with the requirements in Section 1.40.4, above. Any contract with a Commercial Customer that provides for automatic renewals of longer duration that is inconsistent with these requirements may be cancelled by the Commercial Customer at any time, without penalty, after providing thirty (30) Days' notice to the Franchise Collector.

1.40.6. The Franchise Collector shall bill the Commercial Customer directly for its services and shall receive payment directly from the Commercial Customer.

1.40.7. No fees or charges may be collected from any Commercial Customer unless the fees and charges were disclosed in a written contract that was approved by the Commercial Customer before the Franchise Collector provided its services. Commercial Customers' contracts shall include the following breakdown of the charges for service:

- A. Charge for container rental and maintenance
- B. Charge for collection of Solid Waste
- C. Charge for disposal of Solid Waste

1.40.8. The requirements in these Specifications shall govern all contracts between the Franchise Collector and Commercial Customers and/or commercial solid waste brokers for services and equipment provided under the Franchise Agreement, including but not limited to contracts for Commercial Collection Services and contracts for the use and/or maintenance of Commercial Containers. All such contracts shall expire at the end of the initial Contract Period (September 30, 2030), notwithstanding anything else contained herein or otherwise stated in the contracts.

#### **1.41. Commercial Collection Services**

1.41.1. The Franchise Collector and Commercial Customers shall in most cases determine the size of the Commercial Container that will be used and the frequency of the Commercial Collection Services.

1.41.2. Commercial Collection Services shall be provided at least once per week; however, the Franchise Collector may request an alternate collection schedule through the Waste Profile Program in advance of providing Commercial Collection Services. The County will notify the Franchise Collector in writing, within three (3) Operating Days of its decision to grant or deny approval of an alternate collection schedule.

1.41.3. The County shall have the right to require the Franchise Collector to increase the frequency of Commercial Collection Services and increase the size and number of the Commercial Containers used by any Commercial Customer.

1.41.4. The Franchise Collector shall ensure that the size of the Commercial Containers and the frequency of Commercial Collection Services provided to Commercial Customers is sufficient to prevent overfilled Commercial Containers and Solid Waste being placed outside Commercial Containers between collection days.

1.41.5. Commercial Containers shall be kept on private property in such locations as to prevent a nuisance condition to the general public. Commercial Containers shall not be placed on the public right-of-way. The Commercial Container shall be placed away from public view by either locating the Commercial Container as close to the building as possible or by providing visual buffers or screening.

1.41.6. In the future the County may request the Franchise Collector to provide additional Commercial Collection Services, including the collection of organic waste or Recyclable Materials generated by Commercial Customers. In such cases, the Franchise Collector shall cooperate with the County to ensure that the services are provided to its Commercial Customers. Upon receiving the County's request, the Franchise Collector shall have sixty (60) days to enter into contracts with its Commercial Customers and begin providing such services. If the Franchise Collector is unable or unwilling to provide such services within this time frame, the Franchise Collector's Commercial Customers may enter into a contract with any other Person for such services.

#### **1.42. Waste Profile Program**

1.42.1. The Franchise Collector shall comply with the applicable requirements for the County's Waste Profile Program.

1.42.2. The Franchise Collector shall ensure that a Commercial Customer has a valid waste profile approval from the County before the Franchise Collector begins to provide Commercial Collection Service to that customer.

1.42.3. The Franchise Collector shall submit all completed waste profiles through the County's waste profile web application. The waste profile shall include a photograph that shows where the Commercial Container will be placed on the Commercial Customer's property.

1.42.4. If a Commercial Customer does not have a waste profile approval from the County, Commercial Collection Service shall not be provided until the Commercial Customer receives County approval of that Commercial Customer's waste profile or until the County advises the Franchise Collector to pick up the waste in order to avoid an illegal accumulation of Solid Waste by that Commercial Customer pursuant to Hillsborough County Code of Ordinance and Laws 130-Solid Waste Collection and Disposal Article II.– Collection Disposal Services.

1.42.5. If a Commercial Customer requires immediate collection and disposal services, the Commercial Customer or the Franchise Collector may request interim approval until final approval is provided by the County. If interim approval is granted by the County, the Franchise Collector may provide the Commercial Collection Service.

1.42.6. Each week the Franchise Collector shall submit a Waste Profile Report (See Exhibit 13), which shall include the relevant data and information from Commercial Customers that signed a contract with the Franchise Collector during the previous week.

1.42.7. The Franchise Collector shall provide, before Commercial Collection Services are provided, to each Commercial Customer (a) a copy of their waste profile approval letter, (b) the signed Commercial Collection Service contract, (c) the County's General Commercial Information Flyer as shown in Exhibit 8, and (d) the County's waste profile brochure.

#### **1.43. Billing for Commercial Disposal Services**

1.43.1. The Franchise Collector shall be billed monthly by the County for all of the Solid Waste that the Franchise Collector collected from Commercial Customers and delivered to Designated Facilities. The monthly bill shall be paid by the 25th Operating Day of each month for the balance of commercial disposal activity from the previous month.

1.43.2. The amount of the bill for disposal services shall be equal to the weight of the Solid Waste delivered times the applicable tipping fee established by the County.

1.43.3. If the Franchise Collector accumulates unpaid commercial disposal costs that exceed ninety percent (90%) of the value of the disposal bond (See Section 2.8.6 Disposal Bond), the Franchise Collector's account will be placed on "hold status" until payment is received. In such cases, the Franchise Collector will need to pay the disposal fees for each truck load of waste when the Commercial Collection Vehicle arrives at the Designated Facility.

1.43.4. Each Collection Vehicle's tare weight shall be validated, when directed by the County, at least twice each year.

1.43.5. To validate a tare weight, when directed by the County, a Collection Vehicle shall weigh in and out at the assigned Designated Facility a minimum of five (5) times or as directed by the County. The average tare weight will be used by the County as the designated tare weight of the Collection Vehicle.

#### **1.44. Billing for Residential Collection Services**

1.44.1. The Franchise Collector shall be paid by the County for the Residential Collection Services that the Franchise Collector provides in compliance with the requirements in the Franchise Agreement. The amount of the County's payments to the Franchise Collector shall be calculated by multiplying (a) the applicable unit price for each Residential Collection Service by (b) the number of Residential Customers on the Residential Customer Roll on the first Day of the month for which payment will be made. The unit prices shall remain in effect until October 1, 2022, when the unit prices shall be adjusted, based on changes in the Consumer Price Index, as provided in Section 2.15, below. The County shall pay the Franchise Collector monthly for each Residential Collection Service that was provided during the prior month in compliance with the requirements in the Franchise Agreement.

1.44.2. Notwithstanding anything else contained herein, the County shall have no obligation to pay the Franchise Collector for: (a) any Special Collection Services; (b) any Commercial Collection Services; or (c) any other service for which payment by the County is not expressly required herein.

1.44.3. There shall be no charge to the Franchise Collector for the disposal of Residential Solid Waste, Residential Yard Waste, Residential Bulk Waste or Residential Recycling Material that is collected from Residential Customers and delivered to a Designated Facility.

**1.45. Transition Requirements**

1.45.1. Prior to the expiration of the Contract Period, the Franchise Collector shall work with the County to ensure that there is no interruption in or reduction of Collection Services at the end of the Contract Period.

1.45.2. If a new Franchise Agreement is awarded to a new Franchise Collector, the Franchise Collectors shall coordinate and cooperate with the new Franchise Collector, as well as with the County, to minimize any disruptions in the service provided to the public.

**1.46. Reserved.**

**1.47. Collection Plan**

1.47.1. The Franchise Collector shall submit a Collection Plan that describes how the Franchise Collector will provide Residential Collection Services pursuant to these Specifications. The Collection Plan shall include, at a minimum:

- A. By Residential Unit, the Route number and Scheduled Collection Days for Residential Solid Waste, Residential Recycling Material and Residential Yard Waste. Exhibit 9, Residential Collection Service Unit Data, outlines the specific data and format required for submittal.
- B. The Residential Collection Vehicle assigned to each Route, plus the crew size, the total number of Residential Units on the Route, and the anticipated collection hours per Route. Exhibit 10, Residential Collection Service Route Data, outlines the specific data and format required for submittal.
- C. A map for each Route that includes the start and endpoint, the sequence of streets that will be followed, the estimated number of disposal trips, when and where the Residential Collection Vehicle is expected to go to the Designated Facility, and the expected completion time. Route maps must be submitted in a shapefile format. Hard copies shall also be provided for each Route map.
- D. A list that identifies and describes each Collection Vehicle, including all Missed Collection Vehicles. For each Collection Vehicle, the list shall provide the following information: whether the vehicle is a reserve or front-line vehicle; the type of vehicle (rear-loader, side loader, etc.); the body size; the manufacturer of the chassis; the manufacturer of the body; the fuel type; the general application of the vehicle (residential/commercial); the specific use of each Collection Vehicle (Residential Solid Waste; Residential Recycling Material; Residential Yard Waste; Residential Bulk Waste; Commercial front-loader; Commercial roll-off; etc.); the age of each Residential Collection Vehicle; and the number of the Transponder that is assigned to that vehicle. Exhibit 11, Collection Vehicle Data, outlines the specific data and format required for submittal.
- E. The Collection Plan shall include Routes that provide for the safe and timely completion of all Residential Collection Services in compliance with the requirements in Section 1.8. The Collection Plan must identify the number of Residential Units on each Route for the collection of Residential Solid Waste, Residential Recycling Material, and Residential Yard Waste. If Service Option 2 is selected by the County, the Collection Plan shall explain how the Franchise Collector shall ensure that it has a sufficient number of Collection Vehicles available for the collection of Residential Yard Waste, including during times when the quantity of Residential Yard Waste may increase significantly (e.g., during the summer growing season; immediately before and after storm events).

1.47.2. The Collection Plan and all revisions to the plan must be approved by the Project Manager before they are

implemented.

1.47.3. Routes shall be monitored by the Franchise Collector each Operating Day to ensure compliance with the Collection Plan. If the Franchise Collector fails to comply with the Collection Plan or a Route (e.g., by increasing the number of Residential Units assigned to a Residential Collection Vehicle) without the prior written approval of the Project Manager, the County will assess liquidated damages pursuant to Section 2.7.1, below. Once the Collection Plan has been approved, any proposed changes to the Collection Plan shall be submitted to the Project Manager for approval before the changes are implemented. The Collection Plan and all revisions to the plan are subject to the Project Manager's written approval.

#### **1.48. Contingency Plan**

1.48.1. The Franchise Collector shall develop and submit a Contingency Plan that describes the plan of action that will be followed in the event of a work stoppage, labor strike, natural disaster, hurricane, pandemic, other Force Majeure event, or other situation that might render the Franchise Collector's operations area, staging yard, or equipment unusable, or prevent the Franchise Collector's employees from reporting for work.

1.48.2. The Contingency Plan shall be updated and resubmitted to the Project Manager by October 1 of each year, and within two (2) Operating Days whenever the plan is revised.

1.48.3. The Contingency Plan shall describe the steps that the Franchise Collector shall take to avoid interruptions or reductions in Collection Services. The contingency plan also shall describe the communications protocols that shall be followed by the Franchise Collector to ensure that the County and the public are appropriately informed about any potential disruptions in the Franchise Collector's services.

1.48.4. The Contingency Plan and all revisions to the plan are subject to the Project Manager's approval.

#### **1.49. Transition Plan**

1.49.1. The Franchise Collector shall participate in frequent and on-going transition meetings conducted by the Director and/or Project Manager to plan and manage the transition process so that there is no service interruption. However, it shall be the Franchise Collector's responsibility to ensure that there is a smooth transition and successful implementation of the Franchise Agreement so that inconvenience to Residential and Commercial Customers is minimized.

1.49.2. To assist in accomplishing a smooth transition, no later than 15 Days following the Notice to Proceed, the Franchise Collector shall deliver a written Transition Plan to the Project Manager. The Transition Plan shall contain a detailed description of the activities that will be undertaken, and the schedule that will be followed, by the Franchise Collector during the Transition Period to ensure the Franchise Collector will be able to successfully provide all of the required Collection Services on and after the Commencement Date.

1.49.3. The Transition Plan and all revisions to the Transition Plan are subject to the approval of the Project Manager.

1.49.4. If requested, the Franchise Collector shall provide additional information to the Project Manager concerning the Transition Plan, revise the plan within five (5) Operating Days, and resubmit the plan for the Project Manager's approval.

1.49.5. The Franchise Collector must address the specific performance requirements listed below in the Transition Plan and the Franchise Collector must accomplish the following tasks in compliance with the stated deadlines. The following timeline was designed to help facilitate a smooth transition; however, the following dates may be adjusted with the consent of the Project Manager.

- A. Within sixty (60) days of the Effective Date, the Franchise Collector shall provide the Project Manager with: (1) documentation demonstrating that all necessary Collection Vehicles and equipment have been ordered and are scheduled to be delivered to Franchise Collector's facility in Hillsborough County on or before December 1, 2021 (Note: the Franchise Collector shall take into account the projected increase of



Residential Units from the Effective Date to the Commencement Date when ordering the Collection Vehicles); (2) a safety plan covering all aspects of the Franchise Collector's operations; and (3) a Contingency and Disaster Plan that meets the requirements of these Specifications.

- B. By September 1, 2021, the Franchise Collector shall identify the service provider for the Service Verification System and shall describe how the Service Verification System will meet the requirements in these Specifications.
- C. By October 1, 2021, the Franchise Collector shall provide the Project Manager with a preliminary Collection Plan, which shall be subject to the approval of the Project Manager.
- D. By October 1, 2021 the Franchise Collector shall confirm in writing that the Franchise Collector has leased or purchased an office, staging area, and maintenance facility pursuant to these Specifications and the County shall have the right to inspect those facilities on or before December 1, 2021.
- E. On October 1, 2021, the Franchise Collector may begin to solicit business from and execute contracts with Commercial Customers for Commercial Collection Services, but such services shall not be provided before the Commencement Date.
- F. By December 01, 2021, the Franchise Collector shall confirm in writing that all of the Collection Vehicles necessary to provide Collection Service have been delivered to the Franchise Collector's maintenance yard and staging area in Hillsborough County, and confirm in writing that the office, maintenance facility and staging area are fully operational.
- G. By December 10, 2021, the Franchise Collector shall demonstrate that (a) the Service Verification System is fully operational, (b) all Collection Vehicles are equipped with a GPS, and (c) all Residential Collection Vehicles are equipped with fully operational cameras mounted on the outside of the Collection Vehicle, providing 360-degree camera coverage to monitor events occurring while providing Collection Services (no in-cab driver view) pursuant to these Specifications.
- H. On or before December 31, 2021, the Franchise Collector shall submit the final version of the Collection Plan, which shall be subject to the approval of the Project Manager.
- I. By January 8, 2022, the Franchise Collector shall confirm in writing that it has hired all of the employees needed to provide Collection Service in compliance with these Specifications and the Franchise Collector's drivers have inspected all of the Routes and confirmed their ability to complete the Routes on the Scheduled Collection Days.

1.49.6. The Franchise Collector shall provide each Residential Unit with three (3) separate notices advising each Residential Unit of their new Scheduled Collection Days, and general information related to their new Residential Collection Services.

- A. Each notice shall be subject to the advance approval of the Project Manager.
- B. The Franchise Collector shall be responsible for all printing, postage, labor, and other costs associated with the required notifications, as specified herein.
- C. The schedule of notification shall be as follows:
  - I. By December 17, 2020, the first notice shall be mailed to all Residential Units in the Franchise Collector's Collection Zone.
  - II. By December 31, 2021 the second notice shall be mailed to all Residential Units in the Franchise Collector's Collection Zone.
  - III. By January 14, 2022, the third notice shall be mailed to all Residential Units in the Franchise Collector's Collection Zone.
  - IV. By January 21, 2022, the Franchise Collector shall confirm in writing, via e-mail, that all of the required notices were mailed to all of the Residential Units.

**1.50 Safety Program**

1.50.1. The Franchise Collector shall develop, implement, maintain, and adhere to a written safety plan for all of its operations during the Contract Period. The safety plan shall comply with the requirements of the Florida Department of Transportation (FDOT), Federal Motor Carrier Safety Administration (FMCSA), Occupational Safety and Health Administration (OSHA) and similar applicable laws. The Franchise Collector shall comply with its safety plan at all times.

1.50.2. An electronic copy of the safety plan shall be provided to the County for informational purposes by December 31, 2021 and whenever revisions are made.

1.50.3. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acceptance concerning the appropriateness of such plan.

1.50.4. The Franchise Collector shall provide safety training to all of its employees in compliance with OSHA and all applicable laws. Refresher courses and supplemental training shall be provided periodically.

1.50.5. Documentation of the Franchise Collector's safety training programs and the successful training of each employee shall be provided to the County upon request.

1.50.6. The Franchise Collector's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.

**1.51. Disaster Preparedness**

1.51.1. The Franchise Collector shall, upon request, attend the County's emergency management and disaster preparedness meetings.

1.51.2. In the event of a hurricane, tornado, major storm, or other disasters, natural or man-made, the Franchise Collector's primary responsibility shall be to reestablish regular schedules and Routes for Residential Collection Services as soon as possible after the disaster. Collection and disposal of Residential Solid Waste shall be the highest priority. The County may suspend Residential Curbside Yard Waste Service for affected areas and require the Franchise Collector to collect only Residential Yard Waste placed in a container for such time as determined by the County to be necessary.

1.51.3. The County may request the Franchise Collector to collect disaster debris within its Collection Zone, or within an area specified by the County, at a service rate that is mutually agreed upon by the parties. Upon agreement by the Franchise Collector and written authorization by the County, the Franchise Collector shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the County. The County may also request the Franchise Collector to assist with locating storm debris accumulated on the right-of-way. Nothing herein shall require the County to utilize the services of Franchise Collector to collect disaster debris or to prevent the County from contracting with other parties to perform all or a portion of such work.

**1.52. Reports**

1.52.1. The Franchise Collector shall provide the reports listed below to the County during the Contract Period. The reports shall be submitted in an electronic (digital) format; hard copies also shall be provided, if requested by the Project Manager. The County reserves the right to change the format of the following reports and request additional reports during the Contract Period.

1.52.2. Daily Report

- A. Daily Route Status Report: The Franchise Collector shall submit the Daily Route Status Report (Exhibit 7) twice each Operating Day. The report shall be submitted by 8:00 a.m. and shall be updated and resubmitted by 6:30 p.m. each Operating Day.
- B. Participation Report: The Franchise Collector shall submit Participation Reports (Exhibit 12) daily

and monthly concerning the collection of Residential Recycling Material, Residential Yard Waste, and Residential Solid Waste. The daily report shall be submitted by 9:00 a.m. each Operating Day. The monthly report shall be submitted by the end of the first week of each month.

1.52.3. Weekly Reports

- A. Waste Profile Report: The Franchise Collector shall provide the Waste Profile Report (Exhibit 13) by Tuesday of each week.

1.52.4. Quarterly Reports

- A. Collection Vehicle Report: The Franchise Collector shall provide the Collection Vehicle Report (Exhibit 14) by the end of the first week of each calendar quarter after the Commencement Date. The first report shall be delivered by April 2, 2022.
- B. Residential Collection Service Route Data Report: The Franchise Collector shall provide Residential Collection Service Route Data Report (Exhibit 15) by the end of the first week of each quarter after the Commencement Date.
- C. Residential Unit Report: The Franchise Collector shall provide the Residential Unit Report (Exhibit 3) by the end of the first week of each quarter after the Commencement Date.

1.52.5. Annual Report

The Franchise Collector shall submit an annual report by October 1 of each year. The report shall include an updated Collection Plan, Contingency Plan, Safety Plan, list of Collection Vehicles that will be replaced in the upcoming year, and recommendations for Residential Collection Service improvements.

**1.53. Meetings**

1.53.1. Post Award Meeting- After award and prior to receiving any authorizations from the County, the Franchise Collectors shall meet with Solid Waste Division personnel to discuss procedures, issues, and expectations regarding the execution of the work pursuant to these Specifications.

1.53.2. Monthly Transition Meetings- From the Effective Date until the Commencement Date, the Franchise Collector will be required to meet monthly with the County, either virtually or in person, and provide updates concerning the schedule and the Contractor's progress towards meeting milestones.

1.53.3. Quarterly Franchise Collector Meeting- At the County's discretion, Franchise Collector's General/District Managers will be required to meet each quarter with the Project Manager and selected Solid Waste Division personnel to discuss procedures, issues, and expectations, either independently or with the other Franchise Collectors.

**1.54. Inspection of Operations**

1.54.1. Upon notice to the Franchise Collector, the County may inspect the Franchise Collector's facilities and operations at any reasonable time to determine whether the Franchise Collector's performance complies with the requirements in these Specifications. The Franchise Collector shall make its facilities, and operations available for the County's inspection and shall cooperate fully. The County shall follow the Franchise Collector's facility safety protocol during any facility/site inspection.

1.54.2. The Franchise Collector shall be responsible for keeping all financial records and other documents necessary to demonstrate that the Franchise Collector is performing its duties in compliance with the requirements in these Specifications.

1.54.3. The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Franchise Collector's financial and other records concerning the Franchise Collector's services under the Franchise Agreement, except documents that are exempt from disclosure under Florida law. The Franchise Collector's records shall be made available for inspection in the County's offices during normal business hours, or the records

shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Director requests the records. Notwithstanding anything to the contrary contained herein, the Franchise Collector shall produce, upon request, copies of all of the Franchise Collector's contracts with Commercial Customers. No information shall be redacted from such contracts.

#### **1.55. Management of Contaminated Recyclable Material**

Pursuant to Section 403.706, the County has adopted a definition of Contaminated Recyclable Material (see Section 1.3.18, above) that is appropriate for the local community. The County plans to reduce the amount of Contaminated Recyclable Material being collected in the County primarily by implementing public education and outreach programs. The Franchise Collector will assist the County in this effort by paying an annual education and outreach fee pursuant to Section 1.38, above, and by providing educational materials and notices to the public pursuant to Sections 1.19 and 1.49.6, above. Sections 1.19.4, 1.19.5, and 1.19.6, above, describe the basic procedures that the Franchise Collector shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. The Franchise Collector is not obligated to open a Roll Cart (Recycling Cart) or other Container to inspect the contents. However, if the Franchise Collector sees Contaminated Recyclable Material in a Container, the Franchise Collector shall (a) place a Non-Collection Notice on the Container, (b) place a hanger or other educational materials on the Container, and (c) leave the Contaminated Recyclable Material in the Container at curbside. These actions constitute the education and enforcement measures that the Franchise Collector is responsible for implementing when providing Collection Services. Leaving the Contaminated Recyclable Material in the Container at curbside is the Franchise Collector's remedy when the Franchise Collector discovers Contaminated Recyclable Materials in a Container. The County is responsible for implementing educational and enforcement programs, as the County deems appropriate in light of its funding and other constraints, and thus promoting proper recycling techniques. Subject to budgetary and other constraints, the County intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage Residential Customers to "recycle right."

#### **1.56. Local Office and Dispatch Center**

1.56.1. On and after the Commencement Date, the Franchise Collector shall maintain a local customer service and dispatch office in Hillsborough County for inquiries from the County or Residential Customers concerning Residential Collection Services, this includes the option of work from home officing. The Franchise Collector's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., on all service collection days. However, the Franchise Collector's office does not need to be open on Holidays.

1.56.2 The Franchise Collector's office in Hillsborough County shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the County or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Franchise Collector's office staff shall be familiar with the County and the Franchise Collector's obligations under the Franchise Agreement.

1.56.3. The Franchise Collector shall have a local telephone number to receive calls from Residential Customers and Commercial Customers. The Franchise Collector's telephone system shall have the capacity to receive multiple telephone calls simultaneously. Calls concerning complaints normally shall be answered by a customer service representative located in the Franchise Collector's local office in the County. However, if the Franchise Collector is receiving more telephone calls than its local staff can handle, the Franchise Collector's telephone system may direct the excess calls to a "call center" located in Florida. In addition, when a Residential Customer calls the Franchise Collector's telephone number, the Residential Customer shall be given an oral prompt that tells the customer how to connect directly to the County's customer service telephone system (see Section 1.21.3, above). The Franchise Collector shall use an answering machine or answering service to receive and record messages when the office is closed. The answering machine or service shall give customers the telephone number to call if the customer wishes to report an emergency.

1.56.4. The Franchise Collector shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Franchise Collector's process shall ensure that a customer receives an immediate response after reporting an emergency. Such process shall be subject to the Project Manager's approval. For the purposes of this Section 1.56.4, an "emergency" shall mean an accident, event, or condition that requires

immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include a routine Residential Missed Collection Complaint.

1.56.5. The Franchise Collector's office shall be equipped with a two-way communication system that can be used to promptly contact the Project Manager, as well as the Franchise Collector's District Manager, Field Supervisors, and drives of Collection Vehicles.

## **2. Special Terms and Conditions**

### **2.1. Acquiring an Additional Collection Zone**

2.1.1. In the event that the County terminates a Franchise Collector's Franchise Agreement after the Effective Date, the County may in its sole discretion meet and negotiate with one or both of the other Franchise Collectors to determine whether one or both of them should provide Residential Collection Service to an additional Collection Zone. If the County and Franchise Collector mutually agree, the Franchise Collector shall provide Residential Collection Service to the additional Collection Zone for the remainder of the Contract Period. Upon receipt of the County's notice to proceed, the Franchise Collector shall begin the work necessary to undertake Residential Collection Service to the additional Collection Zone in the same manner and pursuant to the same terms, conditions, and requirements as it does to the current Collection Zone.

2.1.2. Nothing stated in this section requires or otherwise obligates the County to engage or to offer to engage the Franchise Collector to provide Residential Collection Service to any additional Collection Zone. The County, in its sole discretion, may utilize any permissible method available to it for the selection of one or more Franchise Collectors to provide Residential Collection Service to all or to a part of another Collection Zone.

### **2.2. Reserved.**

### **2.3. Annexation**

2.3.1. During the Contract Period, the boundaries of the Service Area may be adjusted if property or a Residential Unit is removed from the Service Area boundaries pursuant to an annexation, inter-local agreement, or similar change. In the event the annexation of property occurs, the Franchise Collector shall work with the local government to ensure that there is no interruption in Collection Services.

2.3.2. If the annexation of a Residential Unit occurs, and Residential Collection Service within the newly annexed area is exclusively provided by another local government, the monthly payment to the Franchise Collector shall be adjusted based upon the decrease in the number of Residential Units served within the Collection Zone, but the rates payable to the Franchise Collector for specific Residential Collection Services shall not change.

2.3.3. If the annexation of property occurs, Commercial Collection Service within the newly annexed area may be provided by another local government.

2.3.4. With regard to the City of Plant City (Plant City), pursuant to the interlocal agreement with Plant City executed on June 7, 2017, Plant City will have exclusive control over the collection of Solid Waste generated from Commercial and Residential Customers within the areas which are annexed into Plant City from Plant City's Vision Area Boundary. A copy of such agreement may be obtained from Hillsborough County Solid Waste Division.

### **2.4. Force Majeure**

Unless otherwise specifically provided pursuant to these Specifications, in the event a party fails to timely perform any of its agreements, covenants or obligations during the Contract Period, such failure shall be excused

to the extent, but only to the extent, such failure is caused by a Force Majeure event. The excuse from performance will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure event, and the party suffering such delay or prevention shall notify the other party and use due diligence to remove the cause(s) thereof. Although the failure of performance shall be excused in such circumstances, the Franchise Collector's Commercial Customers shall only be required to pay for the services they receive. The County shall continue to pay the Franchise Collector for Residential Collection Services, notwithstanding the interruption of service caused by the Force Majeure event, unless the Franchise Collector fails to provide one or more Residential Collection Services for a total of ten (10) or more Operating Days, in which case the County's monthly payment to the Franchise Collector shall be reduced proportionately. Under such circumstances, the County shall not be obligated to pay for any Residential Collection Service that was not provided for a total of ten (10) or more Operating Days.

## **2.5. Change in Law**

- 2.5.1. The Franchise Collector may petition the County for a rate adjustment based on a change in law. For the purposes of this section, a change in law means the adoption, promulgation, or modification of any applicable law after the Effective Date that directly and substantially affects the Franchise Collector's ability to perform under the Franchise Agreement.
- 2.5.2. The Franchise Collector's petition shall contain a detailed justification for the rate adjustment.
- 2.5.3. The County may request from the Franchise Collector such further information as may be reasonably necessary for making its determination.
- 2.5.4. Within 60 Days of receipt of the petition and all other additional information required by the County, the Director shall make a determination regarding the petition and shall make a recommendation to the Board of County Commissioners at a regular meeting.
- 2.5.5. If the petition is approved, the adjusted rates shall become effective upon approval by the Board of County Commissioners.

## **2.6. Dispute of Liquidated Damages and Collection Complaints**

- 2.6.1. The County shall conduct a preliminary evaluation of the relevant facts before the County decides whether liquidated damages should be assessed against the Franchise Collector. Prior to assessing liquidated damages, the Project Manager shall provide written notice to the Franchise Collector, indicating the County's intent to assess liquidated damages and the basis for the County's position. The Franchise Collector after receiving the County's notification will then have five (5) Operating Days to submit a written response detailing the basis for protesting the liquidated damages. Failure to respond in writing within five (5) Operating Days constitutes acceptance of the liquidated damages.
  - A. If a protest is timely filed, the matter shall be referred to the Director for resolution. The Director shall review the issues in a timely manner and then provide a written decision to the Franchise Collector. The Director's decision shall be final and non-appealable.
  - B. If a protest is not timely filed by the Franchise Collector, or if the Director concludes that liquidated damages should be assessed, the County will deduct the liquidated damages from the monthly payment due to the Franchise Collector from the County.
  - C. If a dispute arises between the County, the Franchise Collector, or any other Person concerning the Franchise Collector's performance, rights, or compensation, the Franchise Collector shall continue to perform its duties in strict compliance with the requirements in these Specifications, regardless of the pending dispute.
  - D. At the sole discretion of the Director or the Project Manager, liquidated damages shall be waived in cases where the Franchise Collector demonstrates that the Franchise Collector's failure to comply with the requirements in the Franchise Agreement was caused by circumstances beyond the Contractor's reasonable control or by other mitigating circumstances. The Franchise Collector must provide the County with a detailed written description (e-mail) of such circumstances within five (5) Operating Days after

they occur. The Director shall notify the Franchise Collector in writing whether the Director will waive the liquidated damages for the Franchise Collector's failure of performance.

- E. The Franchise Collector shall not be required to pay liquidated damages in those cases where the delay or failure in the Franchise Collector's performance was (a) excused in advance by the County or (b) due to unforeseeable causes that were beyond the Franchise Collector's reasonable control, and without any fault or negligence of the Franchise Collector, as determined solely by the County.
- F. If the Franchise Collector disputes the legitimacy of a Collection Complaint, the Franchise Collector shall submit a written response detailing the basis for the dispute and provide the photographs/video recordings and GPS data to support the Franchise Collector's position.
- G. A waiver of any performance, liquidated damages or default by the Franchise Collector shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms in these Specifications.

## **2.7. Performance Standards Violations (Liquidated Damages)**

2.7.1. The County and Franchise Collector acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the County due to those failures or circumstances described in this section and for which the Franchise Collector would otherwise be liable. The parties agree that the liquidated damages provided below are reasonable under the circumstances and, therefore, the following assessments shall constitute liquidated damages, not penalties, for the Franchise Collector's breach of the Franchise Agreement.

- A. Failure to clean up, in compliance with these Specifications, any confirmed spill of oil, hydraulic fluid, or other liquids caused by a Collection Vehicle, after receiving verbal or written notification from the County, shall result in an assessment of Five Hundred Dollars (\$500) per incident, per Operating Day of delay.
- B. Failure to repair a Collection Vehicle that leaks/spills oil, hydraulic fluid, or other liquids (major or minor) in the Service Area, after being informed about the problem by the County or through the DVIR, shall result in an assessment of One Thousand Dollars (\$1,000) per Operating Day of delay.
- C. Failure to file a Route Status Report in compliance with Section 1.26, above, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence. Failure to complete a Route on the Scheduled Collection Day shall result in an assessment of Five Hundred Dollars (\$500) per Route, per Operating Day, until the Franchise Collector provides the County with written confirmation that the Route is complete. For the purposes of this Section 2.7.1.C only, a Route shall be deemed incomplete if twenty (20) or more of the Residential Units on the Route did not receive the Residential Collection Service that was scheduled to be provided to them on that Scheduled Collection Day. Failure to report accurate Route information (e.g., reporting that all Residential Units on a Route received service when some of them have not) shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
- D. Failure to respond to a Residential Missed Collection Complaint, in compliance with the timetables in these Specifications, shall result in an assessment of Fifty Dollars (\$50) per Operating Day of delay.
- E. Failure to submit any report, plan, or other documents, in compliance with the timetables in these Specifications, shall result in an assessment of Two Hundred Dollars (\$200) per Operating Day of delay.
- F. Failure to leave a Non-Collection Notice at a Residential Unit in cases where a Non-Collection Notice is required by the Specifications (e.g., when the Franchise Collector elects to not collect part or all of a Residential Customer's Solid Waste or Recycling Material) shall result in an assessment of Fifty Dollars (\$50) per occurrence.
- G. Commingling Solid Waste generated by a Residential Customer with Solid Waste generated by a Commercial Customer (i.e., placing both materials together in one Collection Vehicle) shall result in an

assessment of Five Thousand Dollars (\$5,000) per occurrence, unless the Franchise Collector received the prior written approval of the Director. The unauthorized commingling of such materials on two (2) or more occasions shall constitute a material breach of the Franchise Agreement and may result in the termination of the Franchise Agreement.

- H. Commingling Residential Solid Waste, Residential Recycling Material, Residential Yard Waste, Residential Bulk Waste, or any other materials (i.e., placing two (2) or more of these materials together in one Collection Vehicle) shall result in an assessment of Five Thousand Dollars (\$5,000) per occurrence, unless the Franchise Collector received the prior written approval of the Director. The unauthorized commingling of such materials on two (2) or more occasions shall constitute a material breach of the Franchise Agreement and may result in the termination of the Franchise Agreement. Further, the County may reject commingled loads at the Designated Facility. However, notwithstanding anything else contained herein, liquidated damages shall not be assessed pursuant to this Section 2.7.1.H in cases where Residential Solid Waste is collected and commingled with Residential Bulk Waste.
- I. Failure to correct chronic Residential Collection Complaints shall result in an assessment of Five Hundred Dollars (\$500). A chronic complaint shall mean three (3) or more Residential Collection Complaints based on the same or similar problem at the same Residential Unit within any ninety (90) Day period. The first assessment shall be imposed for the third Residential Collection Complaint. An additional assessment shall be imposed for each Residential Collection Complaint received within ninety (90) Days thereafter based on the same or similar problem at the same Residential Unit.
- J. Failure to correct chronic equipment failures shall result in an assessment of Five Hundred Dollars (\$500). Chronic equipment failure shall mean three (3) or more instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period, which results in the Franchise Collector not completing a Route in compliance with the requirements in the Franchise Agreement. The first assessment shall be imposed for the third occurrence of the problem. An additional assessment shall be imposed for each additional occurrence of the problem within the following twelve (12) month period.
- K. Failure to correct chronic personnel problems shall result in an assessment of Five Hundred Dollars (\$500). A chronic personnel problems shall mean three (3) or more instances of the same or similar problem with the same individual within a twelve (12) month period. The first assessment shall be imposed for the third occurrence of the problem. An additional assessment shall be imposed for each additional occurrence of the problem within the following twelve (12) month period.
- L. Reporting that a Collection Complaint has been resolved, when the Collection Complaint has not been resolved, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- M. Failure to repair damage to public or private property, in compliance with the requirements in these Specifications, shall result in the assessment of Two Hundred Fifty Dollars (\$250) per occurrence, per Operating Day of delay.
- N. Failure to respond to the County within the timetables established in these Specifications, following a text message or e-mail requesting a response, shall result in an assessment of One Hundred Dollars (\$100) per occurrence, per Operating Day of delay.
- O. Failure to comply with Section 1.8.1 for the hours of Residential Collection Services, in which the Franchise Collector fails to provide the required Collection Plan or for the sixth occurrence shall result in an assessment of Five Hundred Dollars (\$500), per occurrence and until the Collection Plan is submitted.
- P. Failure to comply with the limits in Section 1.9 for the hours of Commercial Collection Services shall result in an assessment of Two Hundred Fifty Dollars (\$250), per occurrence, for each Collection Vehicle that violated the applicable time limits.
- Q. Providing Collection Services within 500 feet of a Residential Unit prior to 6:00 a.m. shall result in an assessment of Three Hundred Dollars (\$300) per occurrence.



- R. Removing a Transponder from a Collection Vehicle, without the prior approval of the Project Manager, shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
  - S. Failure to comply with the requirements of the Waste Profile Program shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
  - T. Failure to adhere to the prices in the Special Collection Services Price Sheet (i.e., charging more than is authorized) shall result in an assessment of Five Hundred Dollar (\$500) per occurrence.
  - U. Failure to operate and maintain a web-based Service Verification System in compliance with the requirements in the Specifications shall result in an assessment of Five Hundred Dollars (\$500) per Operating Day, unless the Franchise Collector demonstrates to the Project Manager's reasonable satisfaction that the failure was caused by events or circumstance beyond the reasonable control of the Franchise Collector.
  - V. Failure to remove a Collection Vehicle from service in compliance with the requirements in Section 1.35.2 or Section 1.36.2, above, shall result in an assessment of Five Hundred Dollars (\$500) per Operating Day of delay.
  - W. Failure to provide complete and accurate reports in compliance with the requirements in the Specifications shall result in an assessment of One Hundred Dollars (\$100), per occurrence per Operating Day until the report is submitted properly.
  - X. Failure to adhere to the approved Collection Plan, or changing part or all of a Route, without receiving prior written approval from the Project Manager, shall result in an assessment of Three Thousand Dollars (\$3,000) per Route, per Operating Day until the Collection Plan is adhered to in compliance with the requirements in the Specifications.
  - Y. Failure to deliver Residential Recycling Material or Solid Waste collected from Residential or Commercial Customers to a Designated Facility shall result in an assessment of Five Thousand Dollars (\$5,000) per occurrence. Failing to deliver such materials to a Designated Facility on two (2) or more occasions shall constitute a material breach of the Franchise Agreement and may result in the termination of the Franchise Agreement.
  - Z. Failure to provide all GPS data, photographs and video recordings requested by the County pursuant to Section 1.23, above, within two Business Days after the Franchise Collector or the Franchise Collector's agent receives the County's request, shall result in an assessment of One Thousand Dollars (\$1,000) per occurrence, per Business Day of delay.
- 2.7.2. In the event the Franchise Collector fails to meet the deadlines specified in Section 1.49, above, the County shall assess liquidated damages for each deadline that is missed. Liquidated damages that are assessed shall be deducted from the first monthly payment due to the Franchise Collector from the County. The County may impose liquidated damages as set forth below:
- A. If the Franchise Collector solicits business from a Commercial Customer, or signs a contract with a Commercial Customer or Commercial Broker, before October 1, 2021, the Franchise Collector shall be assessed Five Thousand Dollars (\$5,000) per incident.
  - B. Failure to have all of the necessary Collection Vehicles and equipment ready for Collection Service on the Commencement Date shall result in an assessment of Ten Thousand Dollars (\$10,000) for each Business Day of delay.
  - C. Failure to finalize, with Director's approval, the Collection Plan by January 15, 2022 shall result in an assessment of Ten Thousand Dollars (\$10,000) for each Business Day of delay.
  - D. Failure to hire all of the employees needed to provide Collection Service by January 8, 2022 shall result in

an assessment of Five Thousand Dollars (\$5,000) for each Business Day of delay.

- E. Failure to demonstrate that the Service Verification System is fully operational by January 1, 2022, shall result in an assessment of Five Thousand Dollars (\$5,000) for each Business Day of delay.
- F. Failure to provide a notice required pursuant to Section 1.49.5, in compliance with the deadlines therein, shall result in an assessment of Two Thousand Dollars (\$2,000) for each Business Day of delay.

2.7.3. Liquidated damages for Sections 2.7.1.C (failure to complete a Route), 2.7.1.D, and 2.7.1.O, will not be assessed from the Commencement Date to April 01, 2022, to allow for the transition of Residential Collection Services.

## **2.8. Bonds**

### **2.8.1 Proposal Bond**

- A. Each Proposer is required to submit a Proposal Bond for this procurement. The Proposal Bond shall be completed and signed by all required parties and submitted in the form shown in Exhibit 20, which is attached to this RFP. The Proposal Bond shall be in the dollar amount of \$500,000.00.
- B. A copy of the Proposal Bond must be electronically attached to the Proposer's Offer if said Offer has been submitted to the County electronically. The original Proposal Bond must be delivered to the Procurement Services Department no later than the deadline for the submittal of Proposals. The original Proposal Bond must be the same as the copy of the Proposal Bond that is electronically attached to the Offer.
- C. The Surety on the Proposal Bonds shall be authorized to do business in the State of Florida.
- D. All Proposal Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.
- E. Personal checks, business checks and cash deposits are not acceptable.

### **2.8.2 Reserved.**

### **2.8.3 Evidence of Power-of-Authority on Surety Instruments**

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

### **2.8.4 Performance Bond**

- A. The Successful Proposer shall execute and deliver an irrevocable, annually renewable Performance Bond in the form shown in Exhibit 19. The Performance Bond shall be in the amount of \$5,000,000.00. It shall be issued by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Performance Bond shall be required from the Successful Proposer to ensure the faithful performance of the obligations imposed by the Franchise Agreement. The Performance Bond shall be maintained in full force and effect at all times during the Contract Period, including any renewal terms.
- B. The Performance Bond form must be properly executed by the Surety and the Successful Proposer. Attorneys-in-fact who sign the Bond or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney. Certified copies of the recorded Bond shall be submitted to the County within ten (10) Days after the Successful Proposer receives notification that the Board of County Commissioners approved the award of the Contract to the Successful Proposer.

- C. In lieu of the Performance Bond required by this section, the Successful Proposer may file with the County an alternative form of security which shall be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance Bond. The determination of the value of such alternative forms of security shall be made by the County.

#### **2.8.5. Security Forfeiture**

The entire amount of the Proposer's Proposal Bond may be forfeited and the County's award to the Proposer may be rescinded if the Successful Proposer fails to: (a) execute and deliver the required Franchise Agreement (Exhibit 1) and the required parent corporation guaranty (Exhibit 2) within ten (10) days after the Successful Proposer receives notice that the County's Evaluation Committee is recommending the Proposer to the Board of County Commissioners for the award of a Franchise; or (b) deliver the Performance Bond to the County within ten (10) Days after the Successful Proposer receives notice that the Board of County Commissioners approved the award of a Franchise to the Successful Proposer. No plea of mistake or misunderstanding concerning the conditions of forfeiture shall be available to the Proposer as a defense to any action based upon the Proposer's failure to execute and deliver the required Franchise Agreement and parent corporation guaranty.

#### **2.8.6. Disposal Bond**

At least five (5) Operating Days before the Commencement Date, the Franchise Collector shall deliver to the County an executed disposal bond or other alternative form of security deemed acceptable by the County. The disposal bond or other security shall be in an amount equal to \$1,300,000.00 and shall be furnished by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. At all times after the Commencement Date, the amount of the disposal bond or other security shall be equal to or greater than the disposal costs (tipping fees) incurred by the Franchise Collector during the prior two (2) months for the disposal of Solid Waste at Designated Facilities. Within ten (10) Operating Days after receiving a written request from the Project Manager, the Franchise Collector shall increase the amount of the disposal bond or other security to ensure that it is sufficient to cover the disposal costs incurred by the Franchise Collector during any two (2) month period.

#### **2.9. Parent Corporation Guaranty**

The Franchise Collector shall provide a corporate guaranty from the Franchise Collector's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Franchise Collector's obligations under the Franchise Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty attached hereto in Exhibit 2 and shall be subject to the prior approval of the County Attorney and Risk Manager. The guaranty must be executed by the Franchise Collector's parent company (i.e., the business entity that is at the top of any chart showing the Franchise Collector's corporate organization), not an intermediary between the Franchise Collector and its parent. The corporate guaranty must be delivered to the County Attorney within ten (10) days after the County's Evaluation Committee notifies the Proposer/Franchise Collector that it is being recommended for the award of a Franchise.

#### **2.10. Evaluation/Selection Process for RFP \***

2.10.1. The County will review and evaluate all Proposals submitted in response to this RFP. The evaluation process is designed to award the County's Franchise Agreements to the three (3) Proposers with the best combination of attributes. Scores shall be based on the County's evaluation of the information contained in the Proposer's Proposal and any other relevant information obtained by the County.

- A. Evaluation Procedures: The County will consider whether, and the extent to which, the Proposer's Proposal meets the needs of the County and the criteria set forth in this RFP. A Proposer's responses to the RFP should be clear and complete so that the County can adequately understand all aspects of the Proposal. Please follow all instructions carefully. Each Proposal should be submitted according to the instructions in this RFP. A Proposal that fails to follow these instructions may be considered non-

responsive and may be eliminated from further consideration.

- B. Based on the information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal submitted by a qualified Proposer. Then the County will rank all of the Proposals submitted by qualified Proposers.
- C. Based on the preliminary scores, the County may request the top-ranked Proposers to make an oral presentation and/or submit a Best and Final Offer. The County may award new scores and establish new rankings based on the oral presentations (if any), reference inquiries, other information obtained through the County's investigations, and/or the submission of Best and Final Offers (if any).
- D. Scoring/Weighting of Proposals: The scoring of Proposals will be accomplished by utilizing the evaluation criteria identified in the following table:

| Award Criteria  | Point Value |
|---|-------------|
| 1. Proposed Operation Plan, including the Transition Plan, and overall approach | 20          |
| 2. Proposed Customer Service  | 10          |
| 3. Qualifications, including experience, past performance, and resources        | 15          |
| 4. Price  | 55          |
| <b>Total</b>  | <b>100</b>  |
| <b>Total Possible Points:</b>   | <b>100</b>  |

- E. The maximum number of points for “Price” will be awarded to the Proposer with the lowest total cost for annual Residential Collection Services. Points awarded to the other Proposers for “Price” will be calculated by using the following formula:

$$\frac{\text{Lowest Cost Proposal/Other Proposers' Offered Costs} \times \text{Maximum Points}}{\text{Total Possible Points}} = \text{Score}$$

The County reserves the right to not award the Contract to the Proposer with the lowest Prices.

A Proposer must submit its prices for all line items for both Service Options in at least one Collection Zone. If a Proposer fails to do so, that Proposer will not be eligible for an award.

**2.11. Proposal Format**

2.11.1. Each Proposer shall provide a straightforward, concise description of their ability to satisfy the requirements in the Franchise Agreement, including the Specifications. Emphasis should be placed on clarity of content and thoroughness.

2.11.2. Proposals shall comply with the following requirements:

- A. 8.5 ½-inch by 11-inch pages
- B. Font no smaller than 10 point
- C. Margins no smaller than 0.75 inches
- D. Pages are to be numbered sequentially
- E. Submissions containing more than 150 pages (excluding Section 2.12.6.) will be removed and not evaluated.
- F. Submissions shall reference the question number of the Submission Requirements that is being responded

- to.
- G. Reference and promotional materials presented shall be included in a numbered Appendix at the back of the proposal and shall be clearly identified.

## **2.12. Submission Requirements**

### **2.12.1. Cover Page**

- A. The cover page shall list the Request for Proposal (RFP) Title, RFP Number, and Proposer's name.
- B. The cover page shall clearly indicate the name of the designated contact person for the Proposer and their business address, phone number, fax number, and e-mail address. Note: This person shall be the main point of contact for the submitted Proposal.

### **2.12.2. Table of Contents**

Please provide a table of contents that identifies the major sections of the Proposal.

### **2.12.3. Overview of Proposer**

A brief description of the Proposer should be provided after the table of contents. The description should be no more than two pages. It should include an organizational chart for the Proposer and identify the individuals that will be leading the Proposer's efforts in Hillsborough County.

### **2.12.4. Operation Plans**

- A. In general, the County prefers a newer fleet of residential collection vehicles, Automated Side Load (ASL) collection of solid waste and recycling because of safety and efficiency advantages, alternative fueled vehicles because of environmental benefits associated, and smaller residential collection route size to insure route completion. However, these provisions are not required beyond what is stated in the current RFP requirements if a Proposer feels the County will receive net benefits from not deploying these preferences in service, pricing, reliability, etc. The Operations Plan shall clearly state the choices made in each category and reasons behind the choices corresponding to these preferences, with their benefit to the County.
- B. Proposer shall submit information describing the Proposer's plan for serving the County's residents and businesses in compliance with the requirements in the Franchise Agreement. The Proposer shall identify and describe the steps the Proposer will take to ensure that the County's residents and businesses will not experience any disruptions in the level of service they receive during the transition that will occur on and immediately after the Commencement Date. The Proposer also shall identify and describe the measures that will be implemented to ensure the County receives excellent service throughout the term of the Franchise Agreement. For example, each Proposer should state whether, and the extent to which, the Proposer will use new vehicles, Alternative Fuel vehicles, and/or fully automated vehicles when providing Collection Services. Although such vehicles are not required by the County, they are preferred by the County. The following paragraphs identify some of the specific information the Proposer should submit in its Proposal.
- C. Describe the Proposer's plan to meet the County's transition schedule and fulfill the requirements in the Transition Plan.
- D. Describe the Proposer's process to ensure all necessary Collection Vehicles will be ready for use in accordance with the Transition Plan. Proposer shall also provide the name(s) of the company (or companies) that will provide the required Collection Vehicles.
- E. Provide a schedule of the actions that will be taken to implement the Transition Plan, including major milestones before the Commencement Date.
- F. Describe the Proposer's current maintenance program for Collection Vehicles. Include the start of day and end of day process of evaluating Collection Vehicles using the Driver Vehicle Inspection Report. Describe periodic preventive maintenance routines (daily, weekly, monthly, annual, etc.). Explain how repair

- tickets are opened and closed, and repairs and spare parts are managed. Describe other aspects and benefits of the Proposer's approach to maintaining its fleet at a high level.
- G. Describe the Proposer's process for hiring and training employees, as well as the method to be used to teach front-line staff about the specific service requirements in these Specifications.
  - H. Provide the physical address of, or describe the plan for obtaining, an office located in Hillsborough County for a vehicle and maintenance yard. Describe how the vehicle and maintenance yard meets or will meet the requirements in these Specifications.
  - I. Describe the Proposer's plan to provide Residential Collection Services on roads, streets and alleys that require smaller or lightweight Collection Vehicles.
  - J. Describe the Proposer's plan and resources for providing Residential Curbside Bulk Waste Services and Special Collection Services.
  - K. Identify any subcontractors that will provide collection services for the Proposer under the Franchise Agreement. Describe the scope of their work and their qualifications for such work.
  - L. Describe the systems the Proposer has in place or would implement to address service issues, such as Residential Missed Collection Complaints, spills, property damage, and litter.
  - M. Identify the number of Residential Units that will be serviced on each Route, by collection type (Residential Solid Waste, Yard Waste, and Recycling Material), and by Scheduled Collection Day. The Proposer shall also estimate the collection hours and employees needed to service each Route. The Proposer's data shall take into account the projected increase in Residential Units that is expected to occur in each Collection Zone before and after the Commencement Date. Provide information demonstrating that the Routes can be completed (as defined in Section 1.8.1, above) in the manner and schedule proposed.
  - N. Provide a list of Collection Vehicles (including reserve and Missed Collection Vehicles) that will be used to meet the requirements in the Specifications. Provide the following data for each Collection Vehicle: type of vehicle (rear-loader, side loader etc.); body size; make of chassis; make of body; fuel type; application of vehicle (residential/commercial); intended use of vehicle (garbage, recycling, yard waste, bulk waste); and age of vehicle (based on the year it was manufactured). The Proposer plan for providing Collection Vehicles shall take into account the projected increase in Residential Units in each Collection Zone before and after the Commencement Date.
  - O. Describe the Proposer's plan for building a superior fleet of vehicles that meet Hillsborough County's goals for: (1) zero emissions and Alternative Fuel sources; and (2) vehicle age requirements, including the maximum age of the fleet at different times during the term of the Franchise Agreement. Although the County is not requiring the use of new vehicles or Alternative Fuel vehicles in this RFP, the County prefers the use of such vehicles. Also describe how and when vehicles will be replaced.
  - P. Describe the Proposer's procedures to provide uninterrupted Residential Collection Services during Residential Collection Vehicle breakdowns, employee time-off (both scheduled and unscheduled), and accidents.
  - Q. Describe how the Proposer will incorporate the rate of population growth into its Collection Plan to prevent service disruptions and not exceed the maximum number of Residential Units allowed per Route.
  - R. Describe any practices or initiatives the Proposer will use to promote recycling by Commercial Customers in the County.
  - S. Describe any practices or initiatives the Proposer will use to reduce the amount of Contaminated Residential Recycling Material that will be placed in the County's Roll Carts.
  - T. Proposer shall submit information that describes the plan of action that will be followed in the event of a work stoppage, labor strike, natural disaster, hurricane, pandemic, other Force Majeure event. The plan shall describe the steps that the Proposer will take to avoid interruptions or reductions in services. The plan also shall describe the communications protocols that shall be followed by the Proposers to ensure that the County and the public are appropriately informed about any potential disruptions.

**2.12.5. Customer Service**

- A. Each Proposer must demonstrate that it will provide excellent customer service for the residents and businesses in Hillsborough County.
- B. Briefly describe your company's customer service philosophy and how it will be applied in Hillsborough County (1 paragraph).
- C. Describe Proposer's process for tracking and verifying the resolution of Residential Collection Complaints, including complaints received from the County, as well as complaints received directly from customers.
- D. Describe Proposer's process for resolving chronic service issues, and determining how to prevent future problems.
- E. Provide an overview of the Service Verification System the Proposer will use. Include the name of the company that will provide the system. Provide a detailed overview of the type of daily and historical access that will be granted to the County. Describe how the proposed system will meet the County's requirements for photo and video verification of services. Identify other communities that use the same type of Service Verification System. Provide a link to a system that currently is in use.
- F. Describe the internal communication process the Proposer will use to verify that all services are provided on a daily basis.

**2.12.6. Minimum Qualifications, Experience, and Past Performance of Proposers**

- A. Each Proposer must demonstrate that their experience meets or exceeds the minimum qualification requirements in Sections 2.12.6.B and C, below. Any Proposer that fails to satisfy the minimum qualification requirements shall not be considered for further evaluation and shall not be awarded a Franchise. The experience of the Proposer will be the County's primary focus when the County evaluates a Proposer's qualifications. However, a Proposer may provide and the County will consider the qualifications of the Proposer's parent company and any affiliated companies, except as otherwise provided below. In all cases, the County is keenly interested in learning about the Proposer's experience with transitions in service (as described below), as well as the Proposer's experience in Florida.
- B. As a minimum qualification requirement, each Proposer must submit information demonstrating that each member of the Proposer's senior management team has at least 10 years' experience in solid waste collection services industry. The senior management team is defined as the Proposer's Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
- C. As a minimum qualification requirement, each Proposer must submit information demonstrating that the Proposer has successfully provided Residential Solid Waste Collection Services for at least three (3) years pursuant to at least two contracts that require the Proposer to serve 50,000 or more Residential Units. The minimum qualification requirement in this Section 2.12.6.C must be satisfied by the Proposer – i.e., the business entity that submits a Proposal in response to the County's RFP. A Proposer cannot satisfy this minimum qualification requirement by relying on the experience of the individuals who work for the Proposer.
- D. In addition to the minimum qualification requirements described above, each Proposer shall submit information describing the Proposer's experience using automated Collection Vehicles to collect Residential Solid Waste and/or Residential Recycling Material pursuant to a contract with a local government, authority, or agency. Further, each Proposer shall identify and describe the Proposer's three (3) largest contracts for such services in the last five (5) years. For the purposes of this paragraph, the "largest contracts" means the contracts under which the Proposer provided such services to the most Residential Units.
- E. To supplement the information provided pursuant to Section 2.12.6.C and 2.12.6.D, above, each Proposer shall identify references (i.e., contact person) that meet the following criteria:

- I. Identify references for at least two (2) cases where the Proposer provides or provided Residential Solid Waste Collection Services for 50,000 or more Residential Units for at least three (3) years pursuant to a service contract with a local government, authority or agency. The services must have been provided within the past five (5) years.
  - II. Identify references for at least two (2) other cases where the Proposer provides or provided Residential Solid Waste Collection Services for 40,000 or more Residential Units for at least three (3) years pursuant to a service contract with a local government, authority, or agency. The services must have been provided within the past five (5) years.
  - III. Identify references for the three (3) largest cases described in Section 2.12.6.D, above, where the Proposer used or uses automated Collection Vehicles to collect Residential Solid Waste and/or Residential Recycling Material.
  - IV. The Proposer may submit up to, but no more than, a total of ten (10) references that can describe the Proposer's experience providing Residential Solid Waste Collection Services.
  - V. For each reference, the Proposer shall provide the reference's name, address, telephone number, and e-mail address. The reference must be able to attest to the Proposer's performance, quality of work, timeliness, diligence, and flexibility. Before the Proposer submits its Proposal, the Proposer must notify each reference that the Proposer has identified the reference in its Proposal and the County will be contacting them for information. If the reference fails or refuses to respond to the County's requests for information, the Proposer may discontinue its efforts after three (3) attempts and the Proposer may be awarded no points for that reference's project.
- F. Each Proposer is encouraged to: (1) identify each city, county, or other governmental entity that selected the Proposer on or after January 1, 2015 to provide Solid Waste Collection Services in cases where the Proposer's services replaced the services provided by the governmental agency's own staff or replaced the services of another private company; and (2) describe the major lessons that were learned when making the transition in services for those governmental entities.

#### **2.12.7. Financial Capability and Other Matters**

- A. Each Proposer shall provide information demonstrating that the Proposer has the financial resources to service a Collection Zone for the term of the Franchise Agreement. At a minimum, each Proposer shall provide the information requested in the following paragraphs.
- B. Identify and describe any current or prior bankruptcy proceedings since January 1, 2010.
- C. Identify and describe all available Lines of Credit, including current balances.
- D. Proposers that are publicly-traded companies should include a copy of their most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable. Electronic links to the reports may be provided in lieu of the actual report.
- E. Proposers that have less than three (3) years' experience shall provide applicable financial statements (preferably certified by an Accountant) for each year of operation.
- F. Provide the last three (3) years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow, certified by an Accountant, if applicable.
- G. Provide at least two (2) letters of reference from lenders, financial institutions, and/or vendors that attest to the creditworthiness of your company and/or their willingness to do business with your company.
- H. Each Proposer shall provide letters of commitment from equipment suppliers willing to sell to Proposer the Collection Vehicles required to perform the necessary services for the County or otherwise demonstrating the Proposer's ability to obtain the necessary equipment.
- I. Each Proposer shall disclose all claims filed against the Proposer or any member of the Proposer's senior management team after January 1, 2015 that relate to the Proposer's performance under a municipal solid waste collection contract and involve more than one hundred thousand dollars (\$100,000) in dispute.
- J. Each Proposer shall submit a list identifying all of the Proposer's OSHA recordable accidents, OSHA



violations, DOT violations, and labor law violations after January 1, 2015.

- K. Each Proposer shall submit a list of all of the instances after January 1, 2015 where the Proposer or its parent company defaulted on a contract, surrendered a performance or proposal bond, or terminated a contract in a case involving a local government or other governmental entity and their solid waste collection contract. Please include dates and outcomes/resolution as applicable.

**2.13. Insurance for Contractor \***

2.13.1. At all times during the life of the Franchise Agreement, the Contractor shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.13.2. All policies of insurance required by the Franchise Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602, with a copy to the Project Manager. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.13.3. All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Franchise Agreement.

2.13.4. Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.13.5. No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.13.6. The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.13.7. If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County ten (10) Days prior to expiration of current coverages.

2.13.8. Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Franchise Agreement for default or procure and pay for such coverage, charge the Contractor for, and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.13.9. All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents, and the Contractor shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the "Occurrence" form.

2.13.10. Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.13.11. Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

The amount of such insurance shall not be less than:

- A. Workers' Compensation - Florida Statutory Requirements
- B. Employer's Liability:
  - \$1,000,000.00** Limit Each Accident
  - \$1,000,000.00** Limit Disease Each Employee
  - \$2,000,000.00** Limit Disease Aggregate
- C. Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:
  - \$5,000,000.00** Bodily Injury and Property Damages - Each Occurrence
  - \$5,000,000.00** Products/Completed Operations - Each Occurrence
  - \$5,000,000.00** General Aggregate
  - \$5,000,000.00** Products/Completed Operations Aggregate
- D. Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:
  - Bodily Injury & Property Damage Liability: **\$5,000,000.00** Combined Single Limit Each Accident.
- E. All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage is not required; and Installation Floater Coverage is not required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:
  - I. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.
  - II. Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.
  - III. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.
- F. Professional Liability/Errors and Omissions Insurance is not required.
- G. Pollution/Environmental Impairment Liability Insurance is required. Minimum **\$1,000,000.00**.
- H. Umbrella or Excess Liability Insurance is required. Minimum **\$10,000,000** Each Occurrence.
- I. Certificates of Insurance.
  - i. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department at least thirty (30) Days before the

- Commencement Date.
- ii. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Franchise Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.
  - iii. Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

**2.14. Pre-Proposal Conference, Site Visit, and Schedule \***

2.14.1. A Pre-Proposal Conference or Webinar will be conducted by the County concerning this RFP.

TIME: 10:00 a.m.

DATE: September 8, 2020

[Provide instructions for participating and (LINK and PHONE NUMBER)].

All interested parties are encouraged to attend.

2.14.2. The County will accept written questions concerning the RFP until 2:00 P.M. on September 15, 2020. The County will accept Proposals until 2.P.M. on October 20, 2020. The County anticipates that its Evaluation Committee will meet initially on November 10, 2020 and then the Evaluation Committee will hear presentations by the short-listed Proposers on November 17, 2020. The County expects to present the Evaluation Committee's recommendations to the Board of County Commissioners for the award of Franchises on December 16, 2020. However, all of these dates are subject to change.

**2.15. Annual CPI Adjustments to Rates**

2.15.1. On October 1, 2022 and each October 1 thereafter, the Franchise Collector's rates shall be adjusted, up or down, based on changes to the CPI. The rate shall be indexed to the Consumer Price Index for Garbage and Trash Collection (CUUR0000SEHG02), as published by the United States Department of Labor, by calculating the percentage change of (a) the 12 month average of the index ending February of the current year; from (b) the 12 month average of the index ending February of the prior year. The total adjustment to the rate shall not be greater than five percent (5%) in any year. The rate adjustment shall be calculated as specified in Exhibit 16, Collection Index Workpaper.

2.15.2. In the event that the United States Department of Labor no longer publishes the Garbage and Trash Collection Index (CUUR0000SEHG02), an alternative index may be selected as mutually agreed upon by both the County and the Franchise Collector. In the event that both parties cannot agree upon an alternative index the index for the annual rate adjustment will default to the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers CWUR0300SA0, published by the United States Department of Labor, Department of Labor Statistics.

**2.16. Allowance(s) \***

2.16.1. An Allowance, in the amount of \$150,000.00, will be added to the awarded Contract amount for:

- A. Pilot studies in the amount of \$50,000.
- B. Unforeseen emergency work in the amount of \$100,000.00.

2.16.2 Commodities and/or Services ordered through the Allowance are limited to the items/services listed above. Costs for the commodities/services must be pre-approved by the County and deemed to be fair and reasonable by County staff.

### 2.17. Purchase Order/Contract

By submitting an Offer, the Proposer declares that it understands and agrees Proposer's Offer shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner. The contract shall include and be subject to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all Exhibits attached to this RFP.

### 2.18. Term Contract

#### 2.18.1. Contract Period for Term Contract \*

The Effective Date shall be the date the Franchise Agreement is approved by the Board of County Commissioners. The Commencement Date of the initial term of the Franchise Agreement shall be February 1, 2022. The initial Contract Period shall end on September 30, 2030.

#### 2.18.2. Renewal Rights and Term

- A. The County reserves the right to renew the Franchise Agreement under the same terms and conditions for an additional four (4) years, beginning October 1, 2030, unless the Franchise Collector delivers written notice to the Director on or before March 1, 2028 that the Franchise Collector is not willing to renew.
- B. The County has separate Franchise Agreements with each of the three (3) Franchise Collectors. Subject to the conditions in Section 2.18.2.A, above, the County may renew none, one, two, or all three of the Franchise Agreements, as the County deems appropriate.
- C. At the end of the initial term of the Franchise Agreement and at the end of any renewal term, the County may unilaterally renew the Franchise Agreement for three (3), six (6), or twelve (12) months if the County determines in its sole discretion that the renewal is necessary to ensure Collection Services are provided without interruption to the County's residents and businesses. In such circumstances, the terms and conditions of the Franchise Agreement shall remain in effect throughout the renewal term.
- D. If the Franchise Agreement is renewed pursuant to Sections 2.18.2.A or 2.18.2.C, above, the Residential Collection Vehicles used during the renewal term shall not be subject to the age limits in Section 1.32.3, above, but the vehicles shall not be more than eight (8) years old.
- E. Notwithstanding anything to the contrary contained herein, the County and a Franchise Collector may renew the Franchise Agreement subject to any terms and conditions that are mutually acceptable to both parties.

#### 2.18.3. Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced, and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

#### 2.18.4 Termination for Cause

Subject to the other provisions contained herein, either Party may terminate the Franchise Agreement if the other Party fails to perform any of its material obligations under the Franchise Agreement. A default by the Franchise Collector shall include but not be limited to the following:

- A. Failing to begin work within the time specified in the Franchise Agreement.

- B. Discontinuing operations without prior authorization from the Director.
- C. Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified in writing to do so.
- D. Failing to obey applicable laws.
- E. Soliciting or accepting any rates, charges or fees from Customers for the collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- F. Failing to deliver Solid Waste or Residential Recycling Materials collected in the Service Area to a Designated Facility.
- G. Failing to pay, or circumventing the payment of, any tipping fee that the Franchise Collector is obligated to pay to a Designated Facility pursuant to the Franchise Agreement.
- H. Failing to obtain or continuously maintain insurance policies in the manner required herein.
- I. Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to the Franchise Agreement.
- J. Failing to provide or continuously maintain the Performance Bond.
- K. The Parent Corporation Guarantee is withdrawn or revoked.
- L. Commingling Solid Waste generated by a Residential Customer with Solid Waste generated by a Commercial Customer (i.e., placing both materials together in one Collection Vehicle) on two (2) or more occasions without receiving the Director's prior written approval.
- M. Commingling Residential Solid Waste, Residential Recycling Material, Residential Bulk Waste, Residential Yard Waste, or any other material (i.e., placing two (2) or more of these materials together in one Collection Vehicle) on two (2) or more occasions without receiving the Director's prior written approval. Notwithstanding the foregoing, the Franchise Collector may collect and commingle Residential Solid Waste and Residential Bulk Waste in one Collection Vehicle.
- N. Repeatedly failing to comply with the Franchise Collector's duties and obligations under the Franchise Agreement.

Before a Party may terminate the Franchise Agreement pursuant to this Section 2.18.4, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Franchise Agreement shall be terminated unless the default is cured within fourteen (14) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within fourteen (14) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within fourteen (14) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Director in cases where the defaulting Party is the Franchise Collector, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate the Franchise Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy, at law or in equity, to which the non-defaulting Party may be entitled under the Franchise Agreement.

Notwithstanding anything else contained herein, each of the events described in Sections O, P, Q, and R, below, shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

- O. Voluntary Bankruptcy- Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.
- P. Involuntary Bankruptcy- Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.
- Q. Public Entity Crime- The Franchise Collector is placed on a convicted vendor list following a conviction for a public entity crime; or
- R. Fraud- The Franchise Collector commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

**2.19. Utilization of DM/DWBEs (Term) \***

This Part outlines the requirements for the Disadvantaged Minority and Disadvantaged Women Business Enterprise (DM/DWBE) Participation Contract Specifications pursuant to Executive Order 11625, 40 CFR §33, and §9.11, Hillsborough County Charter, Hillsborough County Code of Ordinances and Laws, Hillsborough County Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, Hillsborough County Resolution No. R06-264 as amended by Resolution No. R11-020, and Resolution No. R12-156, Hillsborough County's Affirmative Action Program for Disadvantaged Minority/Disadvantaged Women Business Enterprise ("DM/DWBE").

- A. It is the policy of the BOCC that DM/DWBEs shall have the maximum opportunity to participate on County projects. The DM/DWBE requirements of 40 CFR section 33 may apply to this solicitation. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that DM/DWBEs have the maximum opportunity to participate in this Contract. Discrimination on the basis of actual or perceived race, religion, color, sex or national origin in the award or performance of any contract or subcontract resulting from or relating to this solicitation is prohibited. Failure of a Proposer to comply with the pre-award requirements of the Equal Opportunity and DM/DWBE Specifications may result in rejection of the Proposal. Failure of the Contractor to perform contractual requirements of the Equal Opportunity and DM/DWBE Specifications may constitute a material breach of the contract and may result in termination of the contract.
- B. The BOCC has established an overall annual goal for the participation of DM/DWBEs in all construction contract awards of \$200,000 or more. Since subcontract awards by the successful Proposer on this solicitation to DM/DWBE firms are essential to the achievement of the BOCC's DM/DWBE goals, this specification includes requirements with which Proposers must comply. Proposers must meet the goal percentages set forth below, for participation by DM/DWBEs in the performance of any contract resulting from this solicitation or provide documentation of their good faith efforts expended to achieve the goal.
- C. Disadvantaged Minority/Disadvantaged Women Business Enterprise program participation goal is detailed below:
  - I. In connection with this Solicitation Document and the Contract Period, a goal of 10% has been established for the participation of qualified and certified DM/DWBE firms as Subcontractors. Attainment of the established goal shall be based on the monetary amount of all payments made by the Proposer/Contractor to the Subcontractors under the Contract Period during the fiscal year, (i.e., 10% of the monetary amount of all payments made to Subcontractors under the Contract Period during the fiscal year should be made to DM/DWBE Subcontractors.) Services provided by DM/DWBE Subcontractors may include materials, labor, professional services and/or equipment provided by said Subcontractors for the Work performed under the Contract Period. Proposer/Contractor agrees that it shall submit monthly reports through the County's Diversity

Compliance System detailing the Proposer's/Contractor's use and payment of DM/DWBE Subcontractors and the total amount of payments made to all Subcontractors for the purpose of monitoring goal attainment and DM/DWBE Subcontractor participation. Credit for the participation of DM/DWBE Subcontractors shall be given only for those DM/DWBE firms that are certified in accordance with the County's policies and procedures.

For contracts for which no project goal is established, as evidenced by "N/A" appearing in the first blank in above Clause, because the project is estimated by the County at a price of less than \$200,000 but for which the Proposal or Proposals equal or exceed \$200,000 the County's annual goal of twenty percent (20%) shall apply with the target percentages as follows:

DM/DWBEs - 20% (Total)

|          |      |
|----------|------|
| Black    | - 6% |
| Hispanic | - 6% |
| Women    | - 6% |
| Other    | - 2% |

Targeted percentages are being provided for the Proposer's information. The County encourages the Proposer to consider these target percentages when soliciting for DM/DWBE participation.

On Term Contracts, DM/DWBE goals will apply on all work orders valued at \$25,000.00 or greater.

- II. For contracts for which a project goal is established but for which the Proposal submitted is less than \$200,000, the established goal shall not apply.
- III. A joint venture consisting of a DM/DWBE and a non-minority business, functioning as a prime contractor, will be credited with minority participation calculated on the basis of the percentage of participation in the work, risk, and profit by the DM/DWBE. Participants in a joint venture must submit a fully executed Joint Venture Disclosure Affidavit to the Economic Development Department for its review and approval prior to Proposal submission. The Joint Venture Affidavit must stipulate that it complies with Chapter 489, Florida Statutes. In order for a joint venture to be valid, the Proposal must be signed by both parties and a copy of the approved joint venture Disclosure Affidavit shall be submitted with the Proposal.
- IV. The Proposer shall undertake to provide information and assistance to DM/DWBEs in order that they might submit Proposals to provide subcontractor services to the Proposer. These efforts shall include Proposers making the necessary and reasonable steps in selecting economically feasible portions of the work being broken down to facilitate DM/DWBE participation. Proposers will receive credit for DM/DWBE subcontracts for goal attainment only for subcontractors who are DM/DWBE certified and have a current, valid license, if required, in the specific area of expertise for which credit is sought at the time of the Close Date. Proposers may use any DM/DWBE certified by Hillsborough County, or other governmental jurisdictions as set forth in below.
- V. Any DM/DWBE firm who Proposers as a prime contractor on a construction project shall be subject to the same DM/DWBE subcontractor participation goals as a non-DM/DWBE.
- VI. For projects with DM/DWBE goals, Notices to Proceed shall only be issued after compliance with the stated goal and approval is received from the Economic Development Department/MBE & SBE Programs Section.

D. Certification/Reciprocity/Joint Venture

- I. Certification as a DM/DWBE may be obtained by a subcontractor prior to the time of the Close Date and be counted toward DM/DWBE participation.
- II. Provisional Reciprocity shall be granted to DM/DWBE firms that are principally domiciled in the State of Florida and which have been certified by other jurisdictions located within the State of Florida. In order to be considered for provisional certification and be counted toward goal attainment, a letter of certification from the certifying jurisdiction or copy of a certification

document indicating certification by the certifying jurisdiction must be submitted by the apparent low Proposer within five (5) days of notification of apparent low Proposer status. Businesses that are no longer economically disadvantaged and have graduated from Hillsborough County's program and those that have been denied certification by the County shall not be counted toward goal attainment through reciprocal certification. A reciprocal certification shall be valid on the effective date of contract award and is only valid for one six (6) month period. A listing of the firms that have graduated, as well as those firms who have been denied can be found on the county website at: [www.hillsboroughcounty.org](http://www.hillsboroughcounty.org) under the Economic Development Department, Small/Minority Business Development Office link. Owners of firms that are no longer economically disadvantaged and have graduated from Hillsborough County's program shall not be counted toward goal attainment through reciprocal certification, a joint venture, as set forth here. The DM/DWBE Directory and a list of those firms that have graduated can be found on the county website at: [www.hillsboroughcounty.org](http://www.hillsboroughcounty.org) under the Economic Development Department, Small/Minority Business Development Office link.

- E. DM/DWBE Documents to be Completed by the Proposer and Submitted with the Proposal at the Time of Close Date
- I. The Subcontractors/Material Suppliers List (MBE-1) must be completed and submitted with the Proposal. The Subcontractors/Material Suppliers List must include the subcontractor's/material supplier's name, scope, or type of work to be performed, dollar amount, and whether a DM or DWBE business. The identification of all DM/DWBEs businesses to be utilized on the project must be shown on this form. This form is the basis for determining whether the Proposer met DM/DWBE goal attainment.
  - II. When a majority/minority joint venture is the prime or is intended to be used by a contractor as a subcontractor for the purpose of meeting the program's participation goals, the joint venture must be submitted in accordance with the procedures outlined above.
- F. DM/DWBE Documents to be Completed and Submitted by the Contractor for Review by the Economic Development Department
- I. Special Condition I: With respect to this Solicitation, awarded Proposers are advised that DM/DWBE documentation of responsiveness to the County's DM/DWBE program shall be submitted to this County on a quarterly basis. (Quarterly will be based on a calendar year). Within ten (10) Days of the conclusion of each quarter, the Contractor shall submit to the County the Hillsborough County Quarterly Participation Report Form and all Subcontract Agreements which were executed with DM/DWBE's during the previous quarter.
  - II. Special Condition II: All subcontracts executed between the Contractor and the DM/DWBE subcontractor must minimally include: identification of the projects by County Proposal number, contract date, the contracting parties, the price or amount of the work order contract, the work or materials to be provided the payment provisions, the responsibilities of the parties, and any applicable conditions precedent or subsequent.
  - III. Special Condition III: With respect to this Proposal matter, responsiveness to the County's DM/DWBE program requirements shall be evaluated each quarter and a written report shall be submitted to the Contractor and County's Project Manager.
  - IV. At the end of the third quarter of this Contract, the Economic Development Department shall complete a summary report which analyzes the efforts the Contractor has made to achieve the goal which has been established for this project.
  - V. The summary shall detail the Contractor's efforts to achieve the goal during the past three (3) quarters, or failing to achieve the goal, provide an assessment of the good faith efforts exerted to achieve the goal.



- VI. If it is determined that the Contractor has achieved the goal, or if the good faith efforts are deemed substantive, then a recommendation will be made to the Project Manager that the Contract should be extended.
- VII. Contrarily, if the Contractor's efforts are deemed insufficient in commitment and effort, the recommendation shall be made that the Contract should not be renewed, and the project be re-advertised.
- VIII. Special Condition IV: If the Contract is extended by the BOCC, the DM/DWBE participation goal for the next calendar year and/or term shall remain at the original goal unless a revised goal is established by the County.

G. Good Faith Efforts

- I. Contractors submitting Proposals to provide construction service to the County will be evaluated on their compliance with both minority and women group employment levels, as well as the DM/DWBE participation goals as established by this program. In the event the DM/DWBE participation goals are not achieved, the Proposer(s) will be required to submit documentation of their good faith efforts within two (2) days after the Proposal opening date. A determination of Proposal responsiveness shall be made on the basis of the Proposer's DM/DWBE participation achievement level or submission of documented good faith efforts.
- II. In order to be viewed as "good faith" efforts, a Proposer's efforts should be those that could reasonably be expected from a Contractor who was actively and aggressively seeking to meet DM/DWBE participation goals.
- III. Proposers must solicit quotes in good faith from interested DM/DWBE firms. Quotes, and Proposals from interested DM/DWBEs must not be rejected without reasonable justification. DM/DWBE subcontractors must also exhibit good faith in their responses to Contractor's solicitations.
- IV. The County shall consider the following criteria in determining good faith efforts:
  - 1) Attendance at the pre-Proposal conference
  - 2) Whether and when the Proposers provided written notice, by mail or hand delivery to all certified DM/DWBE that perform the type of work to be subcontracted and advising the DM/DWBE:
    - a) of the specific work the Proposer intends to subcontract;
    - b) that their interest in the contract is being solicited; and,
    - c) how to obtain information for the review and inspection of contract plans and Specifications.
  - 3) Whether the Proposer selected economically feasible portions of work to be performed by DM/DWBEs including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. Please Note: The ability of the Proposer to perform the work with its own work force will not in itself excuse a Proposer from making positive efforts to meet contract goals;
  - 4) Whether the Proposer submitted all quotations received from DM/DWBEs, and for those quotations not accepted, an explanation of why the DM/DWBE will not be used during the course of the Contract Period. Price alone does not constitute an acceptable basis for rejecting DM/DWBE subcontractors' Proposals unless the contractor can demonstrate that no reasonable price can be obtained from a DM/DWBE.
  - 5) Whether the Proposer provided interested DM/DWBE assistance in reviewing the contract plans and Specifications.
  - 6) Whether the Proposer assisted interested DM/DWBE firms in obtaining required bonding, lines of

credit or insurance;

- 7) Whether the Proposer's efforts were merely in formality and, given all relevant circumstances, could not reasonably be expected to provide sufficient DM/DWBE participation to meet the goals;
- 8) Whether the Proposer has utilized DM/DWBE subcontractors on other County contracts or on other governmental and private sector contracts within the past two years.

This list is not intended to be exclusive or exhaustive. The Proposer may also submit documentation of other types of efforts that the Proposer has taken which reflects the quality, quantity, and intensity of those efforts. Proposers should contact the Economic Development Department immediately for guidance and assistance in the event that:

- 1) The Proposer anticipates or has difficulty in identifying and/or obtaining DM/DWBEs for subcontract participation.
  - 2) The Proposer is unable to identify portions of the work that can be broken down for DM/DWBE subcontract participation.
  - 3) The Proposer determines that breaking down the work is not possible or feasible.
- V. Proposers' good faith efforts will be evaluated, and a numerical score will be awarded to each. Proposers are advised that their documentation of good faith efforts must warrant an overall score of seventy percent (70%) or a minimum of 882 points in order for the Proposer to be deemed responsive to the DM/DWBE Program requirements. The Proposers' good faith efforts will be evaluated based on the Good Faith Efforts Determination Form attached hereto.
- H. The Economic Development Department may perform Affirmative Action/Equal Opportunity and DM/DWBE participation compliance reviews on the three (3) apparent low Proposers concurrently to allow a reduction of Proposal review time.
- I. The Economic Development Department will make a determination as to the responsiveness of Proposer(s) to the DM/DWBE Program goals. If the Proposer(s) has not achieved goals, but has documented good faith efforts to achieve goals, the Small, Minority Business Development Administrator or the Director of the Department or designee, may recommend to Procurement Services that the Proposal be deemed responsive. If there is no objection, the recommendation will be forwarded to the BOCC for action.
- J. In the event the determination is not in favor of a Proposer, the firm will be notified in writing by certified mail by Procurement Services. Any objection to a non-responsive determination will be addressed pursuant to Ordinance No. 13-24; Hillsborough County Procurement Protest Policy and Procedures

2.19.1. Non-Performance and Remedies of County.

Hillsborough County reserves the right to exercise any available remedy in the event of a contractor's failure to perform any of its contractual obligations pursuant to the DM/DWBE Program.

- A. Failure to perform under the terms of a contract with regard to the DM/DWBE Program includes but is not limited to:
  - I. Failure to utilize the services of a DM/DWBE pursuant to a subcontract submitted to the County and utilized in a determination of responsiveness to the DM/DWBE program. If a contractor or subcontractor is unable to perform pursuant to such a contract, the contractor shall substitute with another certified DM/DWBE subcontractor. The contractor shall not substitute a non-DM/DWBE contractor or complete the work with his own forces without the written approval of the County. Written approval shall be provided only upon a showing that it is not reasonable or possible to obtain

the services of a DM/DWBE to complete the contract.

- II. Knowingly making use of a front company (i.e. a firm which is not in fact owned and controlled by minority individuals or women but poses as such in order to participate as a DM/DWBE in the County's program) to achieve DM/DWBE participation on a County contract.
  - III. Making or procuring to make, any false statement or using deceit for the purpose of influencing in any way any action of the County.
  - IV. Unethical or other serious lack of business integrity in regard to DM/DWBE contract performance.
- B. Remedies available to the County include, but not limited to:
- I. Any contractor or firm who falsely represents to the County, pursuant to a County contract that it will use the commodities or services of a DM/DWBE firm but fails to do so, may be in breach of contract. Upon determination of a breach, the County shall have all available remedies for breach of contract.
  - II. Amounts paid to a contractor or firm under a contract intended for expenditure with a DM/DWBE firm and not so expended may be forfeited and recoverable by the County.
  - III. Any violations under this section or applicable local, state, or federal law or rule shall be referred to the applicable law enforcement or regulatory agency for investigation and/or prosecution.
  - IV. The Director of the Economic Development Department may recommend to Procurement Services that the firm be suspended from participation on County contracts pursuant to the criteria in the County Purchasing Manual.
- C. Waiver. At any time prior to the advertisement for solicitation of a contract, the County Administrator, subject to BOCC approval, or the BOCC at any time, may grant a partial or complete waiver of the DM/DWBE requirements for any contract in which it is demonstrated that minority participation cannot be achieved as required by the DM/DWBE Program without detriment to other considerations of the public health, safety or welfare, including adverse financial impact to the County.

#### 2.19.2. Prompt Payment Policy

Every construction contract let by the County for the performance of work shall contain a provision requiring the prime construction contractor to certify in writing that all subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received (less any retainage) prior to receipt of any further progress payments. During the Contract Period, the County may, and upon completion of the Contract Period, the County shall require documentation to certify that payments to such subcontractors or suppliers have been made.

This provision in no way creates any contractual relationship between any subcontractor and the County or any liability to the County for the contractor's failure to make timely payments to the subcontractor. However, the County will consider any contractor's failure to comply with this provision a breach of contract.

#### 2.19.3. Contract Compliance Requirements.

Compliance monitoring and reviews are conducted by the Economic Development Department (EDD) to determine if prime contractors and/or subcontractors are complying with the requirements of the DM/DWBE program. Failure of a contractor to comply with this provision may result in the County taking remedial legal action. The following guidelines will be followed when monitoring contracts for compliance with the Equal Opportunity and DM/DWBE program requirements:

- A. Informal Site Visits
  - I. Economic Development Department may make unannounced periodic project site visits to assess contractor(s) performance.

- II. The contractor will make Construction Inspection Reports available for review.
- B. Formal Compliance Audit
- I. Economic Development Department will provide written notification to the contractor of a compliance review at least ten (10) days prior to the on-site verification and interview. The notification will inform the contractor of the date, time, and location of the review.
    - 1) Economic Development Department may tour job site.
    - 2) Economic Development Department may interview employees of contractor and subcontractors for compliance with Proposal requirements and DM/DWBE Procedures.
    - 3) Economic Development Department may review subcontract agreements and purchase orders to verify that subcontractors are performing work specified therein.
    - 4) Economic Development Department will review documents regarding minority and female employees hired to work on the job, with the name, date hired, job title (position), rate of pay, and social security number.
    - 5) An Economic Development Department representative will hold an exit conference with contractor's MBE Liaison Officer (representative) and will make recommendations for corrective actions to be taken, if necessary, as a result of the visit.
  - II. Upon completion of the on-site review, Economic Development Department will verify all available information and documents provided by the contractor and prepare a written report indicating the compliance results. Notification will be sent to the contractor within ten (10) days acknowledging their compliance with the program requirements.
- C. Non-Compliance/Notice to Cure
- I. If it has been determined that the contractor is in non-compliance, the Economic Development Department will notify the contractor within five (5) days of the site visits and identify the deficiencies found and the required corrective actions that should be taken to remedy the deficiencies within a specific time period.
  - II. Before the contractor can be found to be in compliance, he/she must make a specific commitment, in writing, to correct the deficiencies. The commitment must include the precise action to be taken and the date for completion.
  - III. Upon receipt of written commitment from the contractor, EDD will notify the contractor in writing within ten (10) days of the acceptability of commitment. The contractor shall be notified that making such commitments do not preclude future determinations of non-compliance based on a finding that the commitments were not faithfully performed.
- D. Administrative Actions
- If the non-compliance status of the contractor has not been remedied by the date agreed upon, the following action will be taken:
- I. The Director of Economic Development Department will issue a notice by certified mail outlining the identified deficiencies to the contractor within ten (10) days.
  - II. The Economic Development Department will schedule a compliance conference and provide written notification of the date and time to the contractor.

- III. The following will attend the compliance conference:
- 1) Manager, Small, Minority Business Development Section
  - 2) County Attorney's Office
  - 3) Contractor
  - 4) Project Manager
- IV. Failure to resolve issue will result in a recommendation to the County Administrator regarding appropriate actions to be taken.

### **3. Standard Definitions for Procurement Contracts**

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

#### **Agreement**

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

#### **Amendment(s), Addendum, or Addenda**

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

#### **Blanket Purchase Agreement (BPA)**

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable .

#### **Board of County Commissioners**

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

#### **Bond**

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

#### **Business Day(s)**

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

#### **Change Order**

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

#### **Close Date**

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

**Contract or Contract Documents**

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

**Contract Price**

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

**Contract Purchase Agreement (CPA)**

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable .

**Contract Time or Contract Period**

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

**Contractor**

"Contractor" shall mean the Successful Offeror or Franchise Collector, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

**County**

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed, and/or depending on the context, either (a) the geographic area contained within the boundaries of Hillsborough County, (b) the government of the County, or (c) a Person(s) designated to act as the County's representative.

**County Administrator**

"County Administrator" shall mean the County Administrator of Hillsborough County.

**Day(s)**

"Day(s)" shall mean one calendar day.

**Designee**

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

**Earnest Money Deposit (EMD)**

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Proposer/ and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

**Minimum Specifications**

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

**Modification Agreement**

"Modification Agreement" shall mean the written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after execution of the Agreement.

**Notice**

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

**Notice of Award**

"Notice of Award" shall mean the written notice given by the County to the Successful Proposer that said Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

**Notice to Proceed**

"Notice to Proceed" shall mean the written notice given by the County to the Successful Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

**Offer(s)**

"Offer(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, Proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

**Offeror**

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

**Project**

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

**Project Manager**

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

**Purchase Order**

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

**Quote(s)**

"Quote(s)" or "Proposal(s)" or "Proposer's Proposal(s)" shall mean the offer, bid, Proposal, or quote of the Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Proposer in response to this Solicitation Document.

**Service(s)**

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

**Site(s)**

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

**Solicitation Document**

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

**Specifications**

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

**Subcontractor**

"Subcontractor" shall mean any person, firm, or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

**Successful Proposer**

"Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

**Surety**

"Surety" shall mean any corporation that executes, as surety, the Proposer's Proposal bond, and/or any corporation that executed, as surety, the Contractor's Proposal, performance, and/or payment Bond.

**Unilateral Change Order**

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

**Work**

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

**4. Instructions for the County Procurement Process**

**4.1. Manual Proposal Submissions**

Applicable only to Offers that are not submitted via the County's electronic bidding system.

If Proposer is submitting its Offer by means other than through the County's electronic bidding system, then the following provisions shall apply and shall replace the provisions with the same heading/subject matter found in this "Instructions" section of this Solicitation Document; all other provisions in this "Instructions" section shall remain the same and shall apply to all Offers.

4.1.1. Important Notice Regarding Delivery of Offers: The County is currently in the process of transitioning from a manual bidding process to a fully automated electronic bidding process. Accordingly, during this period of transition, in addition to accepting Offers via the new electronic bidding system, the County will also accept Offers submitted via traditional means (such as U.S. mail, express mail, courier service, or hand delivery) for this Solicitation Document.

A. Proposer must have its Offer delivered to:

**Hillsborough County BOCC - County Center Procurement Services Department  
PO Box 1110  
601 East Kennedy Blvd  
Tampa, FL 33601**



- B. Proposer is strictly responsible for the delivery of its Offer. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence.
- C. Proposer is advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Proposer specifies the street address and/or even if express mail service is utilized; therefore, Proposer's use of the United States Postal Service may cause a delay in the County's receipt of the Proposer's Offer by the Close Date. Proposer is cautioned to plan necessary delivery time accordingly.
- I. Offers delivered by facsimile, electronic mail (e-mail) or electronic means other than through the County's electronic bidding system will not be considered.
  - II. Each submission shall have two parts- "Price Schedule and Required Documents" and "Response to the RFP."
  - III. The Price Schedule shall include the Proposal Bond requirements submittal, Substitute W-9 form, any required licenses pursuant to Section 4.26 below, Certificate of Drug Free workplace (if any), MBE/DWBE submittal (if any), copy of Affirmative Action Plan, Executed Agreement, and the fully completed Price Schedule, and Proposer's Offer Form and Questionnaire (collectively pages three (3) through fifteen (15)). Contents shall be in a self-contained sealed envelope with the Request for Proposal (RFP) Title, RFP Number, and Proposer's name, and contact information, clearly indicated on the envelope and cover page. A jump drive copy of the proposal shall be included in the envelope.
- D. Sealing and Labeling of Offers - Proposer is directed to seal its Offer from public view and label its sealed Offer with the Proposer's name, this Solicitation Document's title, and the Solicitation Document number. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.
- E. Signing of Offer:
- I. Proposer must sign the most recently amended Offer issued for this Solicitation Document.
  - II. Proposer's Offer must be signed by a person that is legally authorized to contractually bind the Proposer.
  - III. If a Proposer is a partnership, then the Offer must be signed by one or more of the company's general partners.
  - IV. If Proposer is a corporation, the Offer must be signed by a current officer of the corporation.
  - V. A person signing the Offer as Proposer's agent should include with the Offer legal evidence of such person's authority to sign on behalf of the Proposer.
- F. Errors on Offer Pricing: If a Proposer's Offer contains erasures, corrections or mathematical errors, the Proposer will be bound to the County's reasonable interpretation of the Proposer's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Proposer's Offer, which may include, but is not limited to, assigning a zero-dollar (\$0) amount to such blank unit price.
- G. Proposal Bond:
- I. If Proposer is required to submit a Proposal Bond for this Offer, then either a certified check, a cashier's check, a treasurer's check, or bank draft drawn on any state licensed financial institution, an irrevocable letter of credit or, in the alternative, a submission of a Proposal Bond completed and signed by all required parties and submitted in the format set forth on the Proposal Bond page attached to the Solicitation Document, shall be required to accompany each Offer in the dollar amount set forth within this Solicitation Document.
  - II. Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.
  - III. Surety on Proposal Bonds shall be authorized to do business in the State of Florida.
  - IV. All Proposal Bonds shall be issued or countersigned by an authorized agent, with satisfactory

evidence of the authority of the person or persons executing such bonds.

V. Personal checks, business checks and cash deposits are not acceptable.

#### **4.2. Affirmative Action Business Enterprise Program**

The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Plan Statement is required.

Please provide a copy of the firm's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer.

#### **4.3. Award of Contract/Rejection of Proposals**

A Contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Proposer submitting the best Proposal in compliance with the Specifications and other requirements imposed by this Solicitation Document, provided said Proposal is considered (within the sole discretion of said Board of County Commissioners) reasonable, and in the best interest of Hillsborough County to accept. The Contractor to whom a Contract is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning Proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed Proposal procedures. Hillsborough County, likewise, reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to sub-contractors, materialmen or employees. The ability of a Proposer to obtain an Earnest Money Deposit (EMD) shall not be regarded as the sole test of such Proposer's competency or responsibility.

#### **4.4. Proposal/Quote Pricing**

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. The Form may not be considered if it is altered. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

#### **4.5. Proposal/Quote Results**

Preliminary results are generally available within two (2) Business Days to Proposers/Proposers in the supplier System via Online Discussions.

#### **4.6. Proposer Request for Interpretation of Solicitation Document**

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. Such requests for Interpretation will not be considered unless they are received before the deadline established in this RFP for requests. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All

Amendment(s) so issued shall become part of the Contract Documents.

**4.7 Proposer Responsible for Examining/Investigating Work Site(s)**

If applicable to this Solicitation Document, Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Proposer's failure to conduct such examinations and investigations shall not:

- A. excuse the Successful Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or
- B. be a basis for any claims for additional compensation and/or for any extensions of time.

The data contained in this RFP and the Attachments, and any data otherwise provided by an employee or agent of the County, is offered solely for the general convenience of the Proposer and shall not be relied upon. The County makes no warranty or guarantee concerning the accuracy of any such information. Among other things, the County provides no guarantee concerning the number of Residential Units in any Collection Zone. Each Proposer shall be solely responsible for determining all of the relevant facts that may affect its Proposal.

**4.8 Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures**

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Proposal protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Proposal Submittal Deadline set forth in this Solicitation Document.

**4.9 Proposer's Understanding of the Solicitation Document**

Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

**4.10. Brand Names, Etc.**

In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Proposers/Proposers (other than as to quality) and Proposers/Proposers may propose and describe upon the Proposal/Quote forms deviations that the Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Proposer's proposed brand is in fact equal lies with the Proposer.

- a) Proposers/Proposers must furnish all requested information in the spaces provided on the Proposal. Additionally, where required pursuant to the provisions of this solicitation, Proposers must submit the following with their Proposal: catalog cuts, sketches, descriptive literature, and/or complete Specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Proposal Proposals are not acceptable to County.

**4.11. Cancellation of Solicitation Document**

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

**4.12. Compliance with Occupational Safety And Health Act (O.S.H.A.)**

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Proposer/ Proposer must meet and conform to all O.S.H.A. requirements.

**4.13. Condition of Goods, Shipping Costs, and Claims Against Carrier**

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Proposal/Quote prices shall include costs of delivery, shipping, and handling. Any claims against the carrier will be the responsibility of the Contractor.

**4.14. Cone of Silence**

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

**4.15. Deviations**

If a Proposer wishes to request changes to the RFP, including the Franchise Agreement, the Proposer must submit the recommended changes to the County in accordance with Section 4.6, above, before the Proposer submits a Proposal. If the County wishes to accept the recommendation, the County will issue an Amendment concerning the recommendation before the deadline for the submittal of Proposals.

Each Proposer must base its Proposal, including its prices, on the assumption that the Successful Proposer will be required to execute the Franchise Agreement, as is, without amendment. The County will reject any Proposal that is conditional or based on alternate contractual provisions. Therefore, each Proposer should assume that no changes will be made to the Franchise Agreement after the Proposals are received, except for the incorporation of the Successful Proposer's name and prices.

A Proposer shall not attempt to limit, restrict, or otherwise condition its Proposal. A Proposer's adjustments or changes to, or deviations from, the RFP will not be accepted by the County. Any and all such terms, conditions, limitations, and qualifications shall have no force or effect.

**4.16. Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation**

Proposers who have 10% or more DWBE/MBE participation can apply for bonus points. Qualified firms may receive five (5) percent of the maximum allowable points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified or registered as a bona fide DM/DWBE with Hillsborough County or has been granted Reciprocal Certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one six-month period to DM/DWBE firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. It will be the responsibility of the Proposer to furnish all the necessary information and documentation to the County as listed below in order to receive bonus points.

- a) The request for bonus points shall be made on the Proposer's letterhead and must include the following:

- i) The RFP number and project name; and
  - ii) The name of the firm(s) to be utilized; and
  - iii) The percentage of fees that will be subcontracted to that firm which must be 10% or more; and
  - iv) A commitment from the proposing firm stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE.
- b) The following items should be attached to the above letter:
- i) A letter of intent from the DM/DWBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project.
  - ii) A copy of the DM/DWBE current certification current registration.

Note: Failure to comply with any of these requirements may result in denial of the requested bonus points.

Special Note: If the Successful Proposer has received bonus points, that firm will be required to submit to the DM/DWBE Programs Section of the Economic Development Department a copy of the executed subcontract agreement with each DM/DWBE listed in the letter of commitment. Annual reports detailing the amount of money paid to each DM/DWBE must also be submitted. Failure to provide this information may result in the denial of future bonus points.

#### 4.17. Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Bidders may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Bidder who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

#### 4.18. Electronic Payment Solutions

a) ePayables. The County has an ePayables electronic payment solution where the Offeror may choose to be paid by a VISA credit card account. If the Offeror requests to participate in the County's ePayables electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's VISA credit card for payment, then the Offeror will be required to sign an ePayables Enrollment Form after the Contract has been awarded. The Offeror must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to three percent (3%).

b) Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to sign a Direct Deposit Authorization Form after the Contract has been awarded.

c) For more information on both Electronic Payment Solutions, go to:

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

#### 4.19. Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Proposer's Offer. Each Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be

of Proposer-owned equipment or third-party-owned equipment. Failure on the Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, Proposals, or contracts with the County for a period of up to twenty-four (24) months.

**4.20. Execution of Written Agreement**

The Successful Proposer is required to sign the written Franchise Agreement (Exhibit 1) in compliance with the requirements of this RFP.

**4.21. Explanation of Competitive Sealed Proposal Method Of Procurement**

COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

- a) All criteria for evaluation will be set forth in the Request for Proposal documents in order of importance. Only these criteria will be used to determine the best Proposal.
- b) Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.
- c) Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the Request for Proposal.
- d) The County reserves the right to issue one or more call(s) for Best and Final Proposals if it is in the best interest of the County.

**4.21. Facilities Inspection**

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Proposer's facility and place of business to determine that the Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

**4.22. Hillsborough County Business Tax**

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

**4.23. Inspection of Samples**

After the Proposal Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Proposer. Within ten (10) Business Days of receiving a request from the County, Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Proposer's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Proposer's Offer and/or suspension of Proposer from bidding/proposing on County procurements.

**4.24. IRS Substitute W-9, Request for Taxpayer Identification Number and Certification**

All Proposers/Proposers are requested to complete and submit the attached Substitute W-9 form with their Offer.

**4.25. Licensing**

Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Proposers/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Proposal Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

**4.26. Modification and/or Withdrawal of Offer Prior to Close Date**

Prior to the Proposal Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Proposer and submitted and/or postmarked to the County prior to the Proposal Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Proposer. Except as specifically provided for herein, Proposers/Proposers may not modify their Offers after the specified Proposal Submittal Deadline/Close Date. Negligence on the part of the Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Proposers/Proposers may not withdraw or modify their Offers after the Proposal Submittal Deadline/Close Date.

**4.27. No Assignment of Offers**

Proposer may not assign or otherwise transfer its Offer prior to or after the Proposal Submittal Deadline/Close Date.

**4.28. Obtaining Clarification and/or Additional Information**

Proposers/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Proposers/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

**4.29. Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

**4.30. Requested Information and Descriptive Literature**

Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Proposers/Proposers must attach cuts, sketches, descriptive literature, and/or complete Specifications relating to the items proposed in the Proposer's Offer.

**4.31. Submittal Deadline**

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

**4.32. Taxes**

State sales and Federal Excise taxes shall not be included in the Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Proposer.

#### **4.33. Time Period Offer is Valid**

Offeror's Offer shall be in force for a period of not less than one hundred eighty (180) Days after the Close Date. Further, said Offer shall continue in force after said one hundred eighty (180) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

#### **4.34. Unbalanced Offers and/or Excessive Line Item Prices**

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

### **5. General Terms and Conditions**

#### **5.1. Applicable Law**

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution, and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

#### **5.2. Changes in the Work/Unilateral Change Orders/Modifications**

- A. All additions, deletions, or revisions shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.
- B. Additional Work performed by the Contractor without the authorization of a Change Order, Unilateral Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.
- C. The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.
- D. It is the 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 the amount of the applicable Bond(s) shall be adjusted accordingly.

#### **5.3. Changes of Contract Price**

The total compensation payable to the Contractor for performing the Work in accordance with the terms of this Contract shall be based upon the following described factors:

- A. Application of unit prices to the actual quantities (as measured in the field by appropriate County



- representatives of those items designated in Proposal as being a Unit Price item);
- B. Application of unit shown in Proposal to items designated as original plan quantity items; and,
  - C. The Proposal price shown in Proposal represents an estimate of the total compensation due to the Contractor under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the Contractor for the Project described in these Contract Documents may vary from that amount stated in Proposal due to:
    - i) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,
    - ii) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

#### 5.4. Changes of Contract Time

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if Contractor makes a claim.

#### 5.5. Contractor Must Have Legally Authorized Workforce

- A. Contractor is advised that the County has entered into an agreement (the IMAGE 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 knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:
  - i) that 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,
  - ii) that all of Contractor's employees are legally eligible to work in the United States, and
  - iii) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).
- B. A mere allegation of 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 Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- D. In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the 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 Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- E. Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:
  - i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
  - iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be 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.
  - iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

- v) 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.
- vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- viii) 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.
- ix) 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.
- x) 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.
- xi) (xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

#### **5.6. Contractor Use of Hillsborough County For Marketing Prohibited**

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote, or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote, or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

#### **5.7. Contractor's Responsibilities**

The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules, or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

#### **5.8. County as Intended Beneficiary of Subcontracts**

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

#### **5.9. Emergencies**

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents

caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

**5.10. Failure to Perform**

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- A. Obtain the goods, Services and/or Work from another contractor; and/or
- B. Terminate the Contract after providing notice and an opportunity to cure; and/or
- C. Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- D. Pursue any and all other remedies available to the County.

**5.11. Fiscal Non-Funding/Availability of Funding**

The award of the County's Franchise is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Franchise Agreement after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds. If the County terminates the Franchise Agreement pursuant to this Section 5.11, the County shall be liable to the Contractor for its damages, including but not limited to lost profits through the remainder of the current term of the Franchise Agreement.

**5.12. Hand Sanitizer Ordinance**

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

**5.13. Equal Employment Opportunity; Non-Discrimination Clause**

- A. Hillsborough County, FL
  - i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
  - ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.
- B. State
  - i) Florida Constitution, Preamble and Article I, section 2 protects citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
  - ii) Florida Statutes section 112.042 requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

- iii) Florida Statutes section 112.043 prohibits age discrimination in employment.
- iv) Florida Statutes section 413.08 provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- v) Florida Statutes section 448.07 prohibits wage rate discrimination on the basis of sex.
- vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.
- vii) Florida Statutes section 509.092 prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.
- viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status, or race in loaning money, granting credit, or providing equal pay for services performed.
- ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.
- x) Florida Statutes section 760.40 provides for the confidentiality of genetic testing.
- xi) Florida Statutes section 760.50 prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- xii) Florida Statutes section 760.51 provides for remedies and civil penalties for violations of civil rights.
- xiii) Florida Statutes section 760.60 prohibits discriminatory practices of certain clubs.
- xiv) Florida Statutes section 760.80 provides for minority representation on boards, commissions, council, and committees.

C. Federal

- i) Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section
- ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.
- iv) Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- v) Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- vi) Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- vii) Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.
- viii) Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
- ix) Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
- x) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR section 60-2 (Revised Order 4).
- xi) Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
- xii) Interagency Agreement promulgated on March 23, 1973
- xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- xiv) Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
- xv) Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.
- xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.
- xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3553.
- xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
- xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- xx) State and Local Assistance Act of 1972, as amended.
- xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
- xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.

a) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

- i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

- ii) provided setting forth the provisions of this nondiscrimination clause.
- iii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv) The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**\* The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules, or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of this contract.**

#### 5.14. Indemnification

- A. General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

- B. Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.
- C. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:
  - i) written notice of any action or threatened action;
  - ii) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and
  - iii) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **5.15. Injury and/or Damage Claims**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **5.16. Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Franchise Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

The words "include" and "including" shall not be construed to be terms of limitation; they shall be deemed to be followed by the words "without limitation." The parties to the Franchise Agreement are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous word or provision herein to be construed against the party that physically prepared this RFP or the Franchise Agreement.

#### **5.17. Laws and Regulations**

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

#### **5.18. Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be

included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

- i) **813-272-5790,**
- ii) **StromerS@HCFLGov.net,**
- iii) **Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.**

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

**5.19. Maintenance of Records/Public Records Law**

- A. In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Proposers/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Proposer's confidential and/or proprietary information.
- B. All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.
- C. All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM

PUBLIC DISCLOSURE" with Proposer's name and the Solicitation Document number marked on the outside.

- D. The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.
- E. Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Proposer's designation of material as exempt from public disclosure.

#### **5.20. No Assignment of Contract**

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

#### **5.21. Notices to Contractor**

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

#### **5.22. Notices to the County**

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

#### **5.23. Payment and Completion**

- A. The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.
- B. The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.
- C. The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.
- D. The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:
  - i) The Work is defective;
  - ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or
  - iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.



- E. As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

#### 5.24. Payment to Contractor by Electronic Payment Solution

- F. ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.
- G. Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.
- H. ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The 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 Contractor via e-mail.

#### 5.25. Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

#### 5.26. Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

#### 5.27. Project Manager's Status

- a) County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities, and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.
- b) Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective and/or does not conform to the requirements of any inspection, test, or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

#### 5.28. Severability

In the event any section, sentence, clause, or provision of this Contract is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

**5.29. Starting the Work**

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

**5.30. Statement of Assurance**

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

**5.31. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135**

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company

(i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.