**Invitation for Bid 202XXX**

**On-Call Emergency Solid Waste Residential Collection Services**

**CONTRACT TERMS AND CONDITIONS FOR EMERGENCY AGREEMENT**

**INCLUDING BID SPECIFICATIONS/REQUIREMENTS**

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| **Exhibits** | **Data Type** | **Description** |
| **Exhibit 1, Emergency Agreement** | **File** |  |
| **Exhibit 2, Collection Zones and Designated Facilities** | **File** |  |
| **Exhibit 3, Performance Bond.doc** | **File** |  |
| **Exhibit 4, Bid Bond.doc** | **File** | **Submit with Offer** |
| **Exhibit 5, Insurance Certificate.doc** | **File** | **Submit with Offer** |
| **Exhibit 6, Disability Backdoor Map** | **File** |  |

# 1. SPECIFICATIONS

## 1.1 Purpose

The work included under this Invitation For Bid (IFB) consists of on-call emergency Residential Collection Services. The intent of this solicitation is to select multiple experienced and qualified firms to be utilized as required and needed in the event Hillsborough County (County) requires additional assistance to collect Residential Solid Waste, Residential Yard Waste and/or Residential Recycling Material.

## 1.2 Background

In 2013, the Board of County Commissioners (BOCC) entered into a contract with five (5) Franchise Collectors in five collection zones within the County. The contract term expires on January 31, 2022. In June of 2021, the County awarded a new contract to three (3) Franchise Collectors. Under the new franchise agreements, Residential Collection Services are expected to commence on January 1, 2022.

The County currently provides residential automated collection services to approximately 300,000 residential units. Residential Customers receive twice-weekly automated Residential Curbside Solid Waste Services, once-weekly automated Residential Curbside Recycling Services and once weekly manual Residential Curbside Yard Waste Services.

## 1.3 Term Contract

The Effective Date shall be the date the BOCC approves the Emergency Agreement.

The initial Contract Period shall end on October 1, 2023. Following the Effective Date of the Emergency Agreement, the County’s Project Manager will issue an email notification at the County’s discretion each time the Emergency Collector is activated to provide Residential Collection Services. Upon the email notification, the Emergency Collector will be required to commence within five (5) business days.

## 1.4 Scope \*

Subject to the other terms and conditions herein, the BOCC will award Emergency Agreements for on-call Residential Collection Services to successful Bidders for portions or all of Collection Zones 2A, 2B, 2C, 2D and 5A, 5B, 5C, 5D. A Contract will give the Successful Bidder (Emergency Collector) the right to provide Residential Collection Services in the Collection Zones following a request for service from the County.

The County and each Successful Bidder shall enter into an Emergency Agreement, which is attached hereto as **Exhibit 1**. The Agreement shall include the Terms and Conditions contained in the following Specifications.

The Agreement contains the minimum specifications and requirements for an Emergency Collector’s performance. Emergency Collector’s shall provide excellent, professional, cost-effective, safe, and environmentally-sound Residential Collection Services to the residents in Hillsborough County’s Collection Zones 2A, 2B, 2C, 2D and 5A, 5B, 5C, 5D. Residential Collection Services shall be delivered on-time and in compliance with the requirements in the Agreement. Emergency Collectors shall implement and comply with the best management practices of the solid waste industry when the Emergency Collector is providing Residential Collection Services in Hillsborough County. The Emergency Collector shall use a well-maintained and clean fleet of vehicles to provide its services. Additionally, the County requires its Emergency Collector to communicate effectively, frequently, and in a timely manner with the County, as described herein.

The capitalized words and phrases in this IFB are defined herein.

## 1.5 Emergency Collector’s General Obligations

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

(A) collect and transport Residential Solid Waste, Residential Yard Waste, and Residential Recycling Material that is set out by Residential Customers in the Collection Zone(s) awarded to the Emergency Collector,

(B)deliver all of the Residential Solid Waste, Residential Yard Waste and Residential Recycling Materials it collects pursuant to the Emergency Agreement to the Designated Facilities;

(C) comply at all times with the requirements in the Emergency Agreement, applicable laws, and Hillsborough County Code of Ordinances and Laws 130-Solid Waste Collection and Disposal Article II – Collection Disposal Services;

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

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

## 1.6 Additional Definitions

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

**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 Emergency Collector.

**Emergency Residential Collection Plan** shall mean the Emergency Collector's written and County provided plan for providing Collection Services pursuant to these Specifications.

**Collection Vehicle** shall mean any vehicle used by an Emergency Collector to provide Residential Collection Services.

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

**Commencement Date** shall mean the date when the Emergency Collector shall begin providing Residential Collection Services and pursuant to these Specifications.

**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.

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

**Director** shall mean the Director of the County’s Solid Waste Management Division.

**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.

**Effective Date** shall mean the date when the Emergency Agreement is approved by the Board of County Commissioners.

**Emergency Agreement** shall mean a written agreement authorizing the Emergency Collector to provide Residential Collection Services in a designated Collection Zone and Service Area. A draft Emergency Agreement is attached hereto as **Exhibit 1**.

**Emergency Collector** means any Person awarded an Emergency Contract by the Board of County Commissioners for the right to provide Residential Collection Services on an on-call basis, upon an Emergency as defined by the County within the Collection Zone.

**Force Majeure** shall mean an act of God, riot, war, civil unrest, flood, earthquake, hurricane, pandemic, or other events or conditions that is caused by forces beyond the reasonable control of the County or the Emergency Collector, and delays or precludes a party from performing its obligations under the Emergency Agreement. However, labor disputes, labor shortages, changing economic conditions, and the economic hardship or negligence of the Emergency Collector shall not be considered an event of Force Majeure.

**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.

**Holiday** shall mean New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

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

**Operations Manager** shall mean the Person designated to act on behalf of the Emergency Collector regarding the management of the daily operations of the Emergency Agreement.

**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.

**Pricing Submittal** shall mean the materials submitted by a Bidder concerning the Bidder’s prices for providing service in compliance with the requirements in this IFB.

**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.

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

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

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

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

**Residential Collection Services** shall mean the curbside collection of Residential Solid Waste, Residential Recycling Material, and Residential Yard Waste.

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

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

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

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

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

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

**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.

**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.

**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.

**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.

**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.

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

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

**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 wastewater 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.

## 1.7 Service and Collection Zones

### 1.7.1 Service

Within Collection Zones 2 and 5, the following services are provided under the current franchise agreements:

(A) Twice Weekly: Residential Curbside Solid Waste Services

(B) Once Weekly: Residential Curbside Yard Waste Services

(C) Once Weekly: Residential Curbside Recycling Services

However, conditions can occur when the current franchise collector is unable to provide one or more of these services to all or portions of the Collection Zones. Should this occur, the County will reassign the effected portions of the Collection Zones to the Emergency Collector for service.

### 1.7.2 Collection Zones

The Collection Zones are divided into eight (8)sub-zones, which are referred to as sub-one 2A, 2B, 2C, 2D and 5A, 5B, 5C, 5D. Maps of the sub-zones are provided in **Exhibit 2**. Bidders may be awarded on-call Emergency Collection services in more than one (1) sub-zone within a Collection Zone.

The number of Residential Units in each sub-zone of a Collection Zone is not guaranteed and will vary during the Contract Period. However, the County estimates that the eight (8) sub-zones currently have approximately the following number of Residential Units:

|  |  |
| --- | --- |
| **Zone 2A:** | FILL IN |
| **Zone 2B:** | FILL IN |
| **Zone 2C:** | FILL IN |
| **Zone 2D:** | FILL IN |
| **Zone 5A:** | FILL IN |
| **Zone 5B:** | FILL IN |
| **Zone 5C:** | FILL IN |
| **Zone 5D:** | FILL IN |

## 1.8 Rights and General Requirements for Emergency Collector

Each Successful Bidder/Emergency Collector shall be granted an Agreement to provide on-call Residential Collection Services in one or more sub-zone within a Collection Zone.

The Emergency Collector shall provide automated, semi-automated, or manual Residential Curbside Solid Waste Services, Residential Curbside Recycling Services, and Residential Curbside Yard Waste Services. The Emergency Collector is not required to pay any cost for the disposal of Residential Solid Waste, Residential Yard Waste, or Residential Recycling Material delivered to a Designated Facility.

## 1.9 County's Ownership of Solid Waste

For the purposes of the Emergency Agreement, when the Emergency Collector collects Residential Solid Waste, Residential Yard Waste and Residential Recyclable Material on behalf of the County pursuant to the Emergency Agreement, title to such waste and materials shall pass to the County when the Emergency Collector takes possession of the waste and materials. Nonetheless, the Emergency 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.

Notwithstanding anything else contained herein: (a) the Emergency Collector shall not take, keep, process, alter, sell or remove any Residential Solid Waste, Residential Yard Waste or Residential Recycling Material collected by the Emergency 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 Emergency Collector shall not be responsible for the actions of a Designated Facility that has accepted the County’s Residential Solid Waste, Residential Yard Waste and Residential Recycling Material from the Emergency Collector.

## 1.10 Residential Collection Service

### 1.10.1 Hours of Residential Collection Service

The Emergency Collector shall provide Residential Collection Services from 6:00 a.m. to 6:00 p.m. unless otherwise approved by the Project Manager

### 1.10.2 Emergency Residential Collection Plan

The Emergency Collector shall provide an Emergency Residential Collection Plan that demonstrates their ability to provide Residential Collection Services within one week of being activated by the County to provide Residential Collection Services in the awarded Collection Zone. The Residential Collection Plan shall include the following:

* The process for receiving and handling emergency calls, both during and after normal operating hours.
* The total number of Collection Vehicles, along with the type of Collection Vehicles, to include the make, model, and size that will be used to provide Residential Collection Services in the awarded Collection Zone.
* Total number of employees that will be used to provide Residential Collection Services in the awarded Collection Zone.

## 1.11 Holidays

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

## 1.12 Residential Customer Roll

Prior to Commencement Date, the County shall provide the Emergency Collector with a Residential Customer Roll, which shall identify each Residential Unit that shall receive Residential Collection Services from the Emergency Collector. The Residential Customer Roll shall be subject to any additions or deletions deemed appropriate by the County.

The County shall notify the Emergency Collector, in writing, when Residential Units are added to the Residential Customer Roll. The Emergency 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.

## 1.13 Accessibility

The Emergency 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).

The Emergency Collector shall collect Residential Yard 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.

The Emergency 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.

## 1.14 General Curbside Collection Requirements

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

The Emergency Collector shall collect all of the Residential Solid Waste and Residential Recycling Material that is set out for collection in Roll Carts. A resident may have up to two Roll Carts for Residential Solid Waste and up to two Roll Carts for Residential Recycling Material.

The Emergency 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.

The Emergency 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 Emergency Collector damages**.** The County shall deduct from the monthly payment the County’s actual cost to repair, replace and distribute such Roll Cart. Nonetheless, if the Emergency Collector demonstrates to the County that a third party is responsible for the damage to the Roll Cart, the Emergency Collector will not be required to pay such costs. Such proof must be provided within 48 hours of notice to the Emergency Collector of a residential claim. Any disputes related to damaged Roll Carts shall be resolved by the Project Manager.

If the Emergency 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.

The Emergency 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.

The Emergency Collector shall not collect Residential Yard Waste that contains Solid Waste. The County reserves the right to reject any load of Residential Yard Waste that contains Solid Waste. The Emergency Collector shall dispose of rejected loads at a County approved disposal facility or a Designated Facility.

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

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 Emergency Collector is not required to collect Residential Yard Waste that does not comply with the specifications in A, B, and C, above.

## 1.15 Disability Backdoor Service

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

No later than the Commencement Date, the County shall provide the Emergency 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 Emergency 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.

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 Emergency Collector and the Residential Customer. If the Residential Customer and the Emergency Collector cannot agree on a location, the Project Manager shall designate the location.

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

The County shall notify the Emergency Collector, in writing, when a Residential Customer qualifies for Disability Backdoor Service. The Emergency 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.

As of August 2021, the two (2) Collection Zones have approximately the following number of Residential Customers that receive Disability Backdoor Service:

(A) Disability Backdoor Service in Collection Zone 2A =

(B) Disability Backdoor Service in Collection Zone 2B =

(C) Disability Backdoor Service in Collection Zone 2C =

(D) Disability Backdoor Service in Collection Zone 2D =

(E) Disability Backdoor Service in Collection Zone 5A =

(F) Disability Backdoor Service in Collection Zone 5B =

(G) Disability Backdoor Service in Collection Zone 5C =

(H) Disability Backdoor Service in Collection Zone 5D =

## 1.16 Restrictions on Collection of Mixed Loads

Residential Solid Waste, Residential Recycling Material and Residential Yard Waste shall each be handled separately by the Emergency Collector at all times during the collection process. However, the Emergency Collector shall have no obligation to separate these materials if the Residential Customer placed them in a Roll Cart.

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

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.

## 1.17 Spillage and Littering

The Emergency 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 Residential 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 Emergency Collector shall immediately and safely retrieve the litter.

In the event there is a spill of oil, hydraulic fluid, or other liquid from a Collection Vehicle, the Emergency 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 Emergency Collector is unable to complete the necessary work within the time provided herein.

## 1.18 Customer Communications

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

If the Emergency Collector receives a call from a Residential Customer regarding Residential Collection Services, the Emergency Collector phone system shall be capable of redirecting the call to the County.

## 1.19 Handling Residential Customer Complaints

The Emergency Collector shall be responsible for receiving, documenting, responding to, and resolving Residential Collection Complaints reported to the Emergency Collector by the County and shall utilize the CMS to track, document, and respond to any matter related to Residential Collection Services.

The County will provide the Emergency Collector with on-site training and a written procedure on how to use the CMS.

The Emergency Collector shall promptly remedy the cause of Residential Collection Complaints. The Emergency Collector shall resolve Residential Collection Complaints within 24 hours after notification from the County. The County may grant additional time to resolve Residential Collection Complaints if the Emergency Collector attempts to correct the problem but is unable to do so within the time provided herein.

## 1.20 GPS Data

The Emergency Collector’s Collection Vehicles shall be equipped with GPS technology at all times while providing Residential Collection Services. The County will utilize the GPS data to monitor collection events, track and verify the location of Collection Vehicles when providing Residential Collection Services, resolve disputes and support the payment of Residential Collection Services provided by the Emergency Collector. The GPS data shall provide the County with historical (three months) map-based vehicle locations for all Collection Vehicles.

The Emergency Collector shall, upon request, provide the County with GPS data of each Collection Vehicle performing services under the Emergency Agreement.

## 1.21 Accident Notification

The Emergency Collector shall notify the Project Manager of any accident or incident involving the Emergency Collector's staff, Collection Vehicles, or equipment that occurs while providing Residential 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 Emergency Collector is notified by the Project Manager that the written report is not required.

## 1.22 Daily Route Status Updates

The Emergency Collector shall notify the County daily by 7 a.m. about any event or issue that will cause delays in the normal collection schedule for Residential Collection Services.

The Emergency Collector shall submit a status update each day by 6:30 p.m. to notify the County whether all Routes were completed or not. 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.

## 1.23 Emergency Collector's Personnel

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

The County shall have access to the Operations Manager by telephone, text message, or e-mail during Operating Days from 6:00 a.m. to 6:00 p.m. The Emergency 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.

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

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

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

All Employees of the Emergency 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 Emergency 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.

At all times when operating Collection Vehicles or equipment pursuant to these Specifications, the Emergency 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.

All of the Emergency Collector’s permanent full-time employees working under the Emergency 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.

## 1.24 Removal of Employees

The Project Manager reserves the right to request the removal of any employee assigned to perform Residential Collection Services pursuant to these Specifications. There are numerous reasons and circumstances, including. but not limited to policy infractions, poor performance, poor communications skills, malfeasance, safety, etc., that may require an employee to be removed from providing a County service. Such requests will be addressed in writing to the Emergency Collector's Operations Manager.

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

## 1.25 Designated Facilities

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.

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.

The Emergency Collector shall deliver all Residential Solid Waste to the Northwest Transfer Station, the South County Transfer Station, Southeast County Landfill, or the Resource Recovery Facility. The Emergency Collector shall deliver all of the Residential Yard Waste shall be delivered to the Northwest County Yard Waste Facility, the Falkenburg Yard Waste Facility, or the South County Yard Waste Facility.

The Emergency Collector shall deliver all Residential Recycling Material 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 Emergency Collector that the County is prepared to receive Residential Recycling Material at the Falkenburg Facility Campus.

The names and addresses of the Designated Facilities are shown below. The locations of the Designated Facilities are graphically depicted in **Exhibit 2**, Collection Zones and Designated Facilities.

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

## 1.26 Public and Private Property

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.

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

The Emergency 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.

If the Emergency 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 Emergency Collector's name and phone number.

The Emergency 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 Emergency Collector’s equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Emergency Collector, its employees, or agents. The Emergency Collector shall promptly investigate and respond to any claim concerning property damage. The Emergency Collector shall repair any damage within five (5) Operating Days after the Emergency Collector receives notice that the damage occurred unless the Emergency 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 Emergency Collector submits: (a) a report demonstrating that the Emergency Collector has used continuous diligent efforts to comply with the deadlines in this **Section**  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 Emergency 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 Emergency Collector.

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

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

## 1.27 Access to Streets and Collection

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

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

The Emergency Collector shall notify the Project Manager within two (2) hours if the Emergency Collector encounters a situation (e.g., narrow streets, dogs, electrical wires, trees) that prevents the Emergency Collector from gaining the access needed to provide Residential Collection Service.

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

## 1.28 Collection Vehicle and Equipment

The Emergency Collector shall not provide Residential Collection Services with vehicles that have not been approved in advance, by the County.

Collection Vehicles shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by applicable laws.

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

The Emergency Collector shall have Collection Vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are utilized. If the Emergency Collector must use a substandard public or private road (as determined by the Project Manager) to obtain access to a Residential Unit, the Emergency Collector shall use lightweight vehicles when providing Residential Collection Services on such roads.

## 1.29 Maintenance of Collection Vehicles

The Emergency Collector shall remove from service any Collection Vehicle or other equipment that is leaking fluid of any kind on the roadway, and shall do so on the same day the Emergency Collector discovers the problem or receives a notification from the County. The Emergency Collector shall not return the Collection Vehicle back into service until the repairs are completed by the Emergency Collector and verified by the County.

## 1.30 Vehicle Identification

The Emergency Collector shall display the County's telephone number and logo (decal or magnet) on the sides of Collection Vehicles. The County will provide the approved decal or magnet for the Collection Vehicles at the Post Award Meeting. Additionally, the Emergency Collector shall display its logo on the sides of Collection Vehicles.

Collection Vehicles delivering Residential 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 Emergency Collector on the driver and passenger door of the Collection Vehicle.

## 1.31 Billing for Residential Collection Services

The Emergency Collector shall be paid monthly by the County for the Residential Collection Services that the Emergency Collector provides in compliance with the requirements in the Emergency Agreement. The Emergency Collector shall be required, upon request, to provide GPS data (GPS breadcrumbs) that demonstrates the monthly Residential Collection Services provided by the Emergency Collector, before the issuance of payment.

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

## 1.32 Post Award Meeting

After award and prior to receiving any authorizations from the County, the Emergency Collector shall meet with Solid Waste Division personnel to discuss procedures, issues, and expectations regarding the execution of the work pursuant to these Specifications. The county will provide the following as deemed necessary: truck decals, maps, route information, access to the CMS system and training among other critical items regarding the execution of Emergency Collector services.

## 1.33 Inspection of Operations

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

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

The County shall have the right to inspect at the County’s expense, all of the Emergency Collector’s financial and other records concerning the Emergency Collector’s services under the Emergency Agreement, except documents that are exempt from disclosure under Florida law.