

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
Citrus County Courthouse
Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

AGENDA

SPECIAL MEETING

April 27, 2021 9:00 AM

Scott Carnahan, Chair, District 4 Ronald E. Kitchen Jr., 1st Vice Chair, District 2 Ruthie Davis Schlabach, 2nd Vice Chair, District 3 Jeff Kinnard D.C., Commissioner District 1 Holly L. Davis, Commissioner, District 5	Angela Vick, Clerk of the Circuit Court Charles R. Oliver, County Administrator Denise A. Dymond Lyn, County Attorney
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MISSION

Citrus County Government is a value-driven organization dedicated to responsive citizen service by providing quality programs, services and facilities to build a strong community and promote the best quality of life for our citizens.

All persons desiring to address the County Commission will be asked to limit their comments to the specific subject being discussed.

The Board gives citizens multiple opportunities for **PUBLIC INPUT**. All members of the public wishing to speak at the "Open To The Public" portion of a meeting will have three (3) minutes per person to make their request or presentation or five (5) minutes if they represent an organization with the appropriate documentation on file with the Clerk of Courts. If the request or presentation deals with a matter that requires investigation by County Staff, the Chairman will refer it to the County Administrator to follow-up with the person making the request.

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, TTY (352) 527-5312 at least two days before the meeting.

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

B. SPECIAL MEETING-PRESENTATIONS CARES ACT FUNDING NONPROFIT GRANT PROGRAM AND UNIVERSAL COLLECTION DISCUSSION

B.1. American Rescue Plan

Conduct a Special Meeting to discuss the American Rescue Plan on April 27, 2021 at 9:00AM.

B.2. Universal Collection ITB Discussion

Authorize Staff to proceed with the Invitation to Bid for Universal Collection.

C. OPEN TO THE PUBLIC

D. UPCOMING MEETINGS

Regular Meeting: April 27, 2021 at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. ADJOURN



AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	American Rescue Plan
AGENDA DATE:	April 27, 2021

BRIEF OVERVIEW:

The American Rescue Plan Act of 2021 provides \$350 billion to help States, Counties, Cities and Tribal governments cover increased expenditures, replenish lost revenue and mitigate economic harm from the COVID-19 pandemic.

State and local government recipients can use the funds to cover costs incurred by December 31, 2024. The funds will be distributed in two distributions, with 50% delivered no later than 60 days after the date on which the certification required, and the remainder delivered no earlier than one year later.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					\$0

RECOMMENDED ACTION:

Conduct a Special Meeting to discuss the American Rescue Plan on April 27, 2021 at 9:00AM.



Citrus County Board of County Commissioners

FUNDS AVAILABLE FOR PROGRAMMING

Presented by:

Charles R. Oliver, County Administrator

Colleen Scott, Management & Budget Director

April 27, 2021

FUNDING SOURCES

- ž CARES Act available funds
- ž Special Capital Projects Fund (Duke)
- ž Fund Balance –True-up Available Funds
- ž American Rescue Plan

CARES ACT REMAINING FUNDS

CARES ACT FUNDING

INITIAL FUNDING 45%

REIMBURSEMENT FUNDING 55%

TOTAL FUNDING

Summary

\$ 11,751,296

14,362,694

26,113,990

USES

SMALL BUSINESS

7,687,150

OTHER EXPENDITURES APPROVED BY THE BOARD

1,800,000

COVID EXPENSES

590,005

GOVERNMENT ENTITIES

10,708,628

20,785,783

**FUNDS IN SPECIAL REVENUE FUND APPROVED BY
BOARD ACTION - APRIL 13, 2021**

\$ 5,328,207

AVAILABLE FUNDS FOR FIRE RESCUE

\$ 5,216,274

SPECIAL CAPITAL PROJECTS FUND (DUKE)

REVENUES	Actual
AD VALOREM & INTEREST REVENUE	<u>\$ 4,955,900</u>
EXPENDITURES	
BUILDINGS - CLERK IMPROVEMENTS	(200,000)
MACHINERY & EQUIPMENT: \$503K BUDGET, \$581K	(1,145,032)
ROAD EQUIP., \$95K SHERIFF ANTENNA	
ROAD RESURFACING	(1,000,000)
ROAD RESURFACING- MLK - PAID TO CITY OF INVERNESS	(84,950)
FORT ISLAND TRAIL	(150,000)
LIFESTREAM: ADDITIONAL SUBSIDY	(250,000)
MEAL PROGRAM - MATCH	(25,000)
TOTAL EXPENDITURES	<u>(2,854,982)</u>
OTHER ANTICIPATED BUDGET PROJECTS:	
SHERIFF CAD SYSTEM*	(1,000,000)
MISC. INFRASTRUCTURE	(1,000,000)
TOTAL OUTSTANDING REQUESTS	<u>(2,000,000)</u>
AVAILABLE BALANCE	<u>\$ 100,918</u>

* The Sheriff CAD System estimate is \$1 million to \$2 million

FUND BALANCE ADJUSTMENT- AVAILABLE FUNDS

Fund	Available
General Fund	2,080,000
Fire Rescue	636,111
Visitor & Convention	461,453

The FY 20/21 adopted General Fund reserves were 15.37%. This continues the policy to establish reserve balance at 17%.

Visitor & Convention - a majority of the true up will be budgeted in the special projects account.

Approved by the Board at the April 13, 2021 meeting.

ITEMS TO BE CONSIDERED FOR FUNDING

*HEAVY EQUIPMENT REPLACEMENT

MODEL	<u>HOURS</u>	<u>REPLACEMENT COST</u>
2004 KAWASAKI KSS65ZV	6,095	100,000
2005 GRADA XL3100	4,944	400,000
2006 JOHN DEERE 672-D	8,077	230,000
		<u>\$ 730,000</u>

PROPOSED PROGRAMS

FUNDING SOURCE				
	CARES ACT	SPECIAL CAPITAL PROJECTS	EXCESS FUND BALANCE	911 SYSTEM UPGRADE
BEGINING BALANCE	\$ 5,328,207	\$ 1,000,000	\$ 2,080,000	\$ 1,000,000
PROPOSED USES:				
RENT & CONTRACT W/ CHAMBER	(60,000)			
PUBLIC WORKS EQUIPMENT			(730,000)	
OZELLO ROAD (DESIGN)		(148,000)		
MUSEUM POINT BRIDGE REPAIRS (DESIGN)		(92,000)		
OZELLO TRAIL CULVERT REPLACEMENT - BLACK CREEK (FEASIBILITY)		(60,000)		
FUEL SITE EXPANSION*		(500,000)		
OAK PARK BIKE PATH			(50,000)	
GUARDRAIL REPLACEMENT		(200,000)		
911 SYSTEM UPGRADE**			(500,000)	500,000
TOTAL USES:	(60,000)	(1,000,000)	(1,280,000)	500,000
REMAINING BALANCE	<u>\$ 5,268,207</u>	<u>\$ -</u>	<u>\$ 800,000</u>	<u>\$ 1,500,000</u>

*Transit will provide an additional \$500K in funding

**Estimate \$1 million to \$2 million; funding \$1.5 million

***No funding is included for additional courtroom space.

Courts are requesting \$4 to \$5 million to turn Board space into a court room and offices.

CARES FUNDING FOR FIRE RESCUE

CARES ACT FUNDING FOR FIRE RESCUE

\$ 5,216,274

EXPENDITURES

APPARATUS REPLACEMENT: LADDER TRUCK, 1 ENGINE, 1 TANKER, 2 BRUSH TRUCKS	(2,064,276)
EQUIPMENT REPLACEMENTS - THERMAL IMAGING CAMERAS, EXTRICATION TOOL	(117,430)
FACILITY IMPROVEMENTS:	-
STATIONS BAY FLOOR EPOXY COATING & STRIPPING	(98,345)
STATION PAINTING	(62,500)
ROOF REPLACEMENT	(85,000)
MEADOWCREST RENOVATION	(36,516)
RFID KEYLESS ENTRY SYSTEM	(48,000)
VIDEO CAMERA SECURITY FOR ALS SUPPLY AREAS	(20,000)
FURNITURE REPLACEMENT	(11,966)
FIREFIGHTING & LIFE SAFETY EQUIPMENT	(146,058)
TOTAL EXPENDITURES	(2,690,091)
REMAINING FUNDS - FIRE RESCUE	\$ 2,526,183

AMERICAN RESCUE PLAN (\$1.9 TRILLION)

- ž Based on per capita population
- ž 50% to be received within 60 days of signage
- ž Remaining balance within 12 months
- ž Eligible expenses after March 3, 2021
- ž Funds must be spent by December 31, 2024

AMERICAN RESCUE PLAN (\$1.9 TRILLION)

Citrus County	\$29.00 million
City of Crystal River	1.34 million
City of Inverness	3.12 million
Total	\$33.46 million

AMERICAN RESCUE PLAN (\$1.9 TRILLION)

USES OF FUNDS:

- ž Provide assistance to households, small businesses and nonprofits, or aid to impacted industries
- ž Government services to the extent of the reduction in revenue due to COVID-19
- ž Investments in water, sewer and broadband infrastructure

CURRENTLY PROHIBITED USES:

- ž Road resurfacing
- ž Tax reduction

AMERICAN RESCUE PLAN PROPOSED USES

Priority	Project	Description	Project Type	Cost
	Wastewater Projects			
1	Cardinal Force Main Extension	Extend the force main from Lima Avenue to the Suncoast Parkway connection for advanced treatment at the SWRWRF.	Wastewater Expansion	\$2,000,000
2	CR-480 FM	12" force main from the Parkway to the SWRWRF	Wastewater-Expansion	\$450,000
3	Holder Industrial Business Park Wastewater Extension	The intent of this project is to design and construct one lift station located at the old Quail Ridge subdivision water plant site and a 8-inch force main to pump wastewater from the Holder Business Park to the existing force main at the corner of 491 and Deltona Ave. The purpose of the project will accommodate future wastewater flows from commercial and residential areas that are currently served by an OSTDS.	Wastewater Expansion	\$1,750,000
4	Point O'Woods to Inverness Wastewater Interconnection	The purpose of this project is to make possible abandonment of the County's existing Point O' Woods Wastewater Treatment Plant and redirect its wastewater flows the City of Inverness system. The existing plant is a small package type plant serving an isolated service area located within the overall City of Inverness Utility Service Area.	Wastewater	\$550,000

AMERICAN RESCUE PLAN PROPOSED USES

Priority	Project	Description	Project Type	Cost
	Wastewater Projects			
5	US 19 Corridor Lift Station Ph I	The intent of this project is to design and construct three master lift stations along the US 19 corridor from Green Acres St. to Jump Ct. concurrent with the US 19 Road Widening project for the purpose of accommodating future wastewater flows from commercial and residential areas that are currently served by an OSTDS.	Wastewater-Expansion	\$1,700,000
6	W Laurel St FM to MC-36	10" force main to divert flows to new transmission system	Wastewater-Expansion	\$220,000
7	Crystal Oaks (MC-04) to MC-01A Force Main	New force main to divert flows away from the Meadowcrest system	Wastewater-Expansion	\$2,600,000
8	Bicentennial Park Sewer Project	Expansion of Sewer to serve Bicentennial Park	Wastewater-Expansion	\$500,000
			TOTAL	\$9,770,000

AMERICAN RESCUE PLAN PROPOSED USES

Priority	Project	Description	Project Type	Cost
	Water Projects			
1	Independence to Lakeside WM Extension	Water main extension to provide for looping, water quality, and system reliability.	Water Main Extension	\$1,500,000
2	UANCR Line Looping Project	Finish the areas in the unincorporated area north of crystal river by looping the system for reliability, water quality, and public health and safety measures.	Water Main Extension	\$1,500,000
3	Citrus Springs WTP-01	Ground Storage, High Service Pumping, Disinfection	Plant Upgrade	\$5,600,000
4	CAB-I WTP High Service Pumping Upgrades	Increase pumping capacity to address peak demands	Plant Upgrade	\$2,500,000
5	Point O'Woods to Inverness Watermain Interconnection	Connect Point O'Woods service area to the City of Inverness water system and decommission existing onsite water plant	Water Main Extension	\$600,000
6	Water Oaks WTP - Plant Upgrade to Supply Fire Flow	Plant upgrade or interconnect with Inverness	Plant Upgrade	\$490,000
7	Pine Ridge WTP-05 Upgrades	Ground Storage, High Service Pumping, Disinfection	Plant Upgrade	\$4,700,000
8	Southern St 16" Water Main Interconnect	Extend 16" WM from CR-491 to the Parkway	Water Main Extension	\$1,200,000
			TOTAL	\$16,890,000

AMERICAN RESCUE PLAN PROPOSED USES

Priority	Project	Description	Project Type	Cost
	Septic to Sewer			
1	Celina Hills Septic to Sewer	This project will connect up to 211 lots within the central area of Citrus County. The residences are directly within the PFA of the CR/KB BMAP. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. NOTE: Total estimated project cost is \$8,800,000. Project budget includes a \$6000 per lot assessment (211 lots x \$6000 = \$1,266,000).	Wastewater-Septic to Sewer	\$7,534,000
2	Presidential Estates Septic to Sewer	This project will connect up to 276 lots within the central area of Citrus County. The residences are directly within the PFA of the CR/KB BMAP. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. NOTE: Total estimated project cost is \$10,800,000. Project budget includes a \$6000 per lot assessment (276 lots x \$6000 = \$1,656,000).	Wastewater-Septic to Sewer	\$9,144,000
3	Fairview Estates Septic to Sewer	This project will connect up to 388 lots within the central area of Citrus County. The residences are directly within the PFA of the CR/KB BMAP. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. NOTE: Total estimated project cost is \$16,800,000. Project budget includes a \$6000 per lot assessment (388 lots x \$6000 = \$2,328,000).	Wastewater-Septic to Sewer	\$14,472,000

AMERICAN RESCUE PLAN

PROPOSED USES

Priority	Project	Description	Project Type	Cost
	Septic to Sewer			
4	Dixie Shores Septic To Sewer	This project will connect up to 160 lots within the central area of Citrus County. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. This area is in the BMAP for Crystal River/Kings Bay, but is not in the Primary Focus Area. NOTE: Total estimated project cost is \$3,500,000. Project budget includes a \$6000 per lot assessment (160 lots x \$6000 = \$960,000).	Wastewater - Septic to Sewer	\$2,540,000
5	Hill Top Septic to Sewer	This project will connect up to 294 lots within the central area of Citrus County. The residences are directly within the PFA of the CR/KB BMAP. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. NOTE: Total estimated project cost is \$9,000,000. Project budget includes a \$6000 per lot assessment (294 lots x \$6000 = \$1,764,000).	Wastewater- Septic to Sewer	\$7,236,000
6	NW Quadrant	This project is for the planning, design, and construction of an 18 inch water main extension from Turkey Oak Drive to US Hwy 19; moving north and ending at Power Line Road. The project will position the water main to provide for future connections to the County's water system to serve future commercial businesses and residential areas located in the Northwest Quadrant of the County. Total estimated project cost is \$4,900,000. Project budget includes a \$xx per lot assessment (xx lots x \$xx = \$xx).	Water	\$4,900,000
			TOTAL	\$45,826,000

Final Discussion and Direction



AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director				
SUBJECT:	Universal Collection ITB Discussion				
AGENDA DATE:	April 27, 2021				
<u>BRIEF OVERVIEW:</u>					
Discuss moving forward with Issuance of Invitation to Bid for Universal Collection.					
<u>BUDGET IMPACT/FUNDING SOURCE:</u>					
Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A
<u>RECOMMENDED ACTION:</u>					
Authorize Staff to proceed with the Invitation to Bid for Universal Collection.					

Universal Collection ITB

April 27, 2021

Presentation Outline

Schedule Update

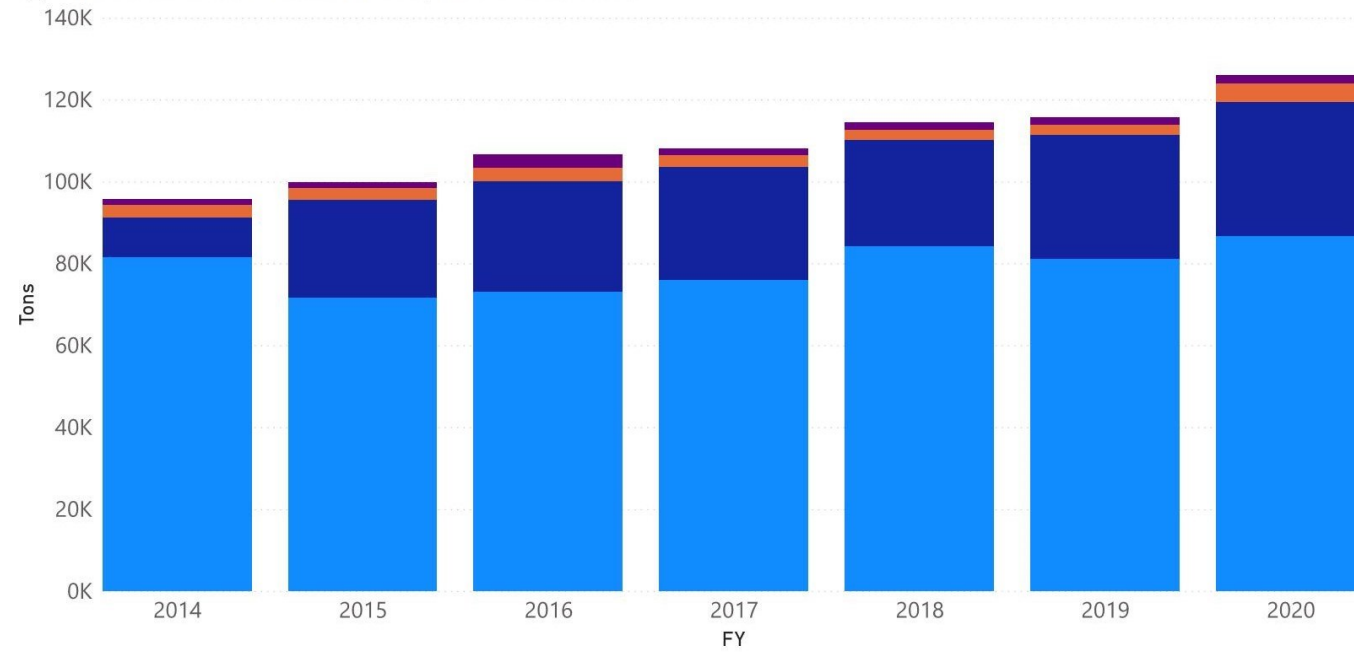
Meeting with Haulers
Summary

Invitation to Bid Summary

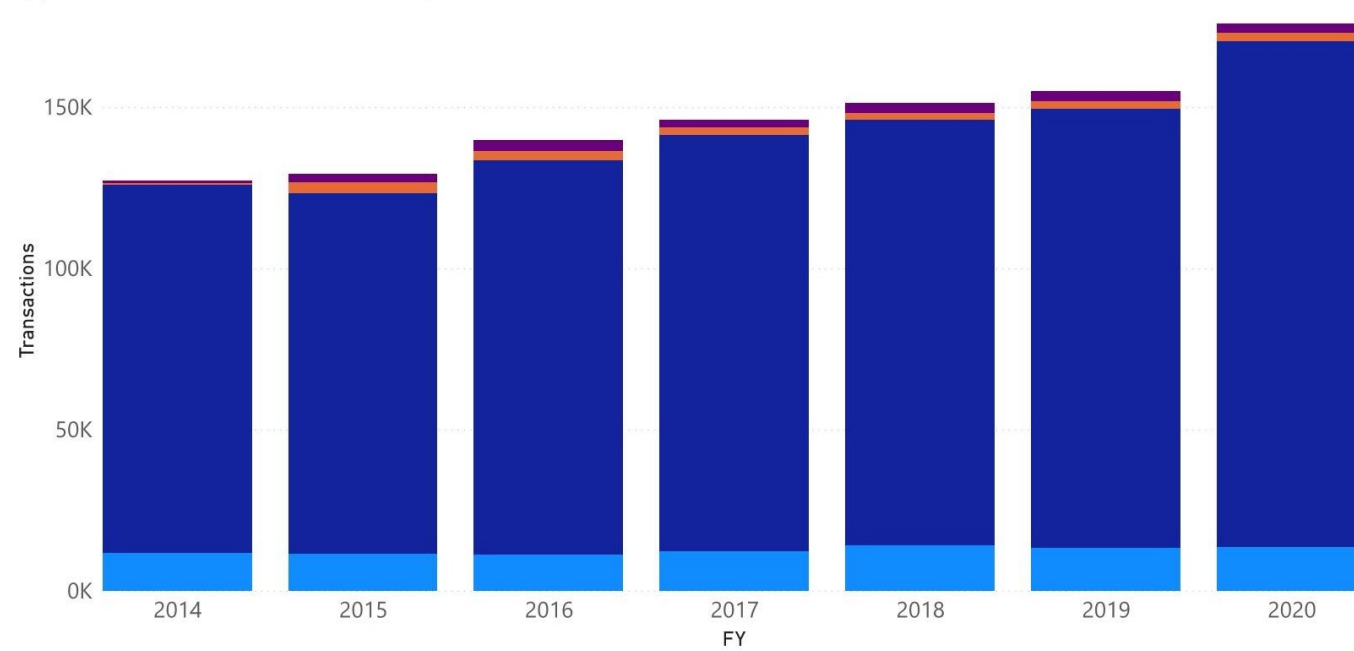
Description	Months	Begins	Ends
~~Board Decides to Consider Franchise Solid Waste Collection~~			~~January 2019~~
~~Notice Current Haulers~~	~~3~~	~~January 2019~~	~~March 2019~~
~~Board Held a Public Hearing~~			~~March 2019~~
~~First Solid Waste Franchising Workshop~~			~~June 2019~~
~~Second Solid Waste Franchising Workshop~~			~~January 2020~~
~~BOCC Meeting to Obtain Board Direction on Franchising Approval~~			~~February 2020~~
Define Service Areas, Perform Disposal Rate Analysis, & Prepare ITB	14	February 2020	April 2021
BOCC Meeting to Present Bid Documents to the Board			May 2021
Issues Invitation to Bid			July 2021
Receive, Evaluate, and Recommend Award	3	August 2021	October 2021
BOCC Award of Franchise(s)			December 2021
Resident Education and Franchise Start-up	10	December 2021	September 2022
Begin Franchise Collection Program			October 2022

Schedule Update

Type ● Certified Hauler ● Citizen ● County ● Noncertified Hauler



Type ● Certified Hauler ● Citizen ● County ● Noncertified Hauler



Meeting with Haulers

RECYCLING

- MARKET CONDITIONS

AUTOMATION

- REQUIRED?
- FULL VS PARTIAL

CARTS

LITTER CONTROL

LENGTH OF CONTRACT

- 7-10 YEARS PREFERRED

Automation

Full Automation



Partial Automation/Tipper



Recommendation: County should not control means and methods of the hauler.

Invantation to Bid

Haulers must bid all four Areas

Once a week pickup

- Trash - 64 Gallon Cart Provided
- Recycling - Single Stream Bin Provided
- Yard Waste - 2 Cubic Yards

“Rear-Door Service”

- Only for handicapped citizens as defined under Federal ADA and County Ordinance 82-108

Bulk pickups:

- Citizens to contract directly with hauler
- Alternative: Provide two bulk pickups per year

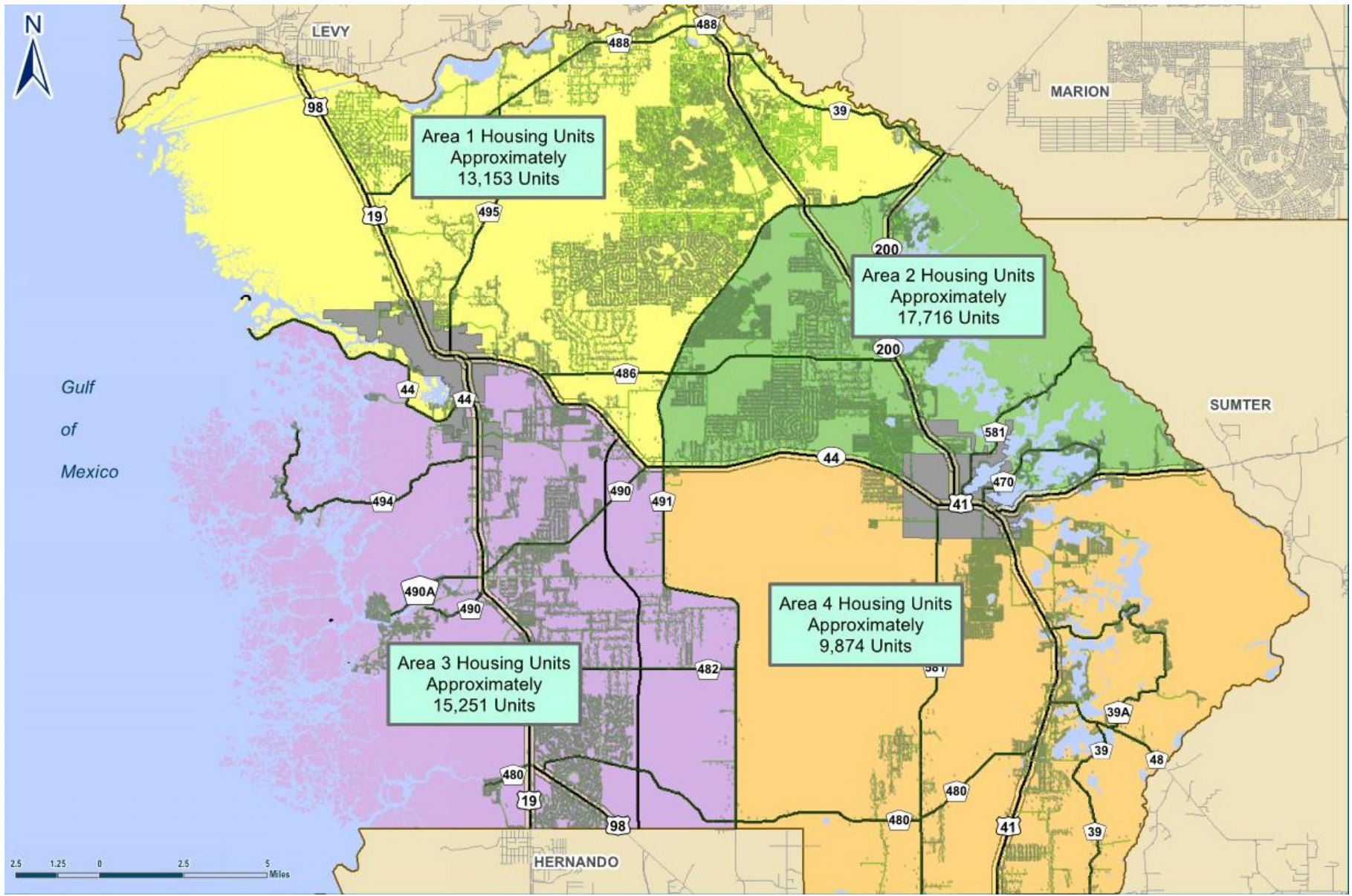
Opt-in process for pickup on non-county-maintained roads

- Hauler & County have to verify service can be performed

Haulers to provided optional bid for litter control

Price & Fuel Adjustments

- Annual CPI Adjustments
- Biannual Fuel Adjustments per the US Energy Information Administration (<https://www.eia.gov/petroleum/gasdiesel/>)



Attachment: Universal Collection ITB-rev01 (12779 : Universal Collection ITB Discussion)

Area	Housing Units	Housing Units on County Maintained Roads	Housing Units on Non-County Maintained Roads	% Housing Units on County Maintained Roads
1	17,116	13,153	3,963	77%
2	22,998	17,716	5,282	77%
3	20,832	15,251	5,581	73%
4	11,982	9,874	2,108	82%
Total	72,928	55,994	16,934	77%



INVITATION TO BID

ITB 21-039

Universal Residential Solid Waste Collection Services

Proposal Due Date: March 25, 2021
On or before 2:00 PM (EST)

Advertised
February 21, 2021
Citrus County Chronicle

CITRUS COUNTY, FLORIDA,
a political subdivision of the State of Florida
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

Table of Contents

1.0	PURPOSE & OVERVIEW	4
1.1	Term.....	4
1.2	Cost Proposal	4
1.3	Transition Prior to the Commencement Date of this Agreement.....	4
1.4	Exclusive Franchise Grant	4
2.0	SCOPE OF SERVICES.....	4
2.1	General Collection Services Provided by Hauler	5
2.2	Residential Household Waste Collection Service.....	5
2.3	Yard Waste Collection Service.....	6
2.4	Residential Bulk Waste Collection Service	6
2.5	Mixed Loads	6
2.6	Repair or Replacements of Solid Waste Containers	6
2.7	Accessibility and Interference	7
2.8	Location of Collection Point.....	7
2.9	Residential Curbside Recycling Collection Service	8
2.10	Hazardous, Biological or Biomedical Waste	11
2.11	Service Routes and Schedules	11
2.12	Service Inquiries and Complaints	12
2.13	Collection Equipment	13
2.14	Additional Service Requirements	14
2.15	Compensation to Hauler and the Establishment of Rates	15
2.16	Change in Law	17
3.0	TERMS & CONDITIONS	18
3.1	Termination.....	18
3.2	Incurred Expenses.....	20
3.3	Post-Proposal Discussions with Bidders.....	20
3.4	Presentations by Bidders.....	20
3.5	Minimum Specifications.....	21
3.6	Compliance with Laws and Regulations.....	21
3.7	Hauler's Personnel.....	21
3.8	Damages	22
3.9	Proposal Acceptance/Rejection	22
3.10	Bid Security Bond.....	22
3.11	Performance Bond	23
4.0	SUBMITTAL REQUIREMENTS.....	23

Tab 1 – Bidder’s Profile and Submittal Letter.....	26
Tab 2 – Bid Form (use attached forms).....	27
Tab 3 – References	27
Tab 4– Financial Statement	27
Tab 5 – Forms.....	27
A. Business Tax Receipt (BTR)	27
B. Insurance.....	27
C. Conflict of Interest Form	30
D. W-9.....	30
E. Addenda.....	30
F. Drug-Free Workplace Form	30
H. Certification Regarding Debarment (Sub) Form	30
I. Bid Security Bond	30
5.0 BID FORM.....	31
6.0 REFERENCES.....	34
7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION	35
8.0 AGREEMENT	37
9.0 INDEMNIFICATION	53
10.0 CONFLICT OF INTEREST FORM.....	54
11.0 DRUG-FREE WORKPLACE	55
12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)	56
13.0 CERTIFICATION REGARDING DEBARMENT (SUB).....	57
14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	58
15.0 BID BOND.....	59
16.0 ADDENDA ACKNOWLEDGEMENT FORM	61

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

1.0 PURPOSE & OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed proposals for Residential (County Wide) Solid Waste Collection Services for the Citrus County, Florida. The selected Solid Waste Hauler/Haulers will provide household waste, single stream recycling, yard trash, bulk item collection, and roadway litter pickup (as an alternate per mile bid price) for the Residents of Citrus County. All materials will be delivered to the Designated Disposal Facility.

1.1 Term

The term is expected to commence on October 1, 2022 for an initial term of five (5) years and terminate on September 30, 2025. The County may elect, within its sole discretion, to extend said term for an additional five (5) year renewal term.

1.2 Cost Proposal

The scope of services details the base level of service and optional services to be provided. All vendors must provide a base level of service cost proposal and the optional level of service cost proposal to be considered a responsive and responsible cost proposal.

The County has been divided into four and a single separate hauler area. Each Hauler is required to provide a bid to service each area and a separate bid that includes a total cost to serve the entire County. The service areas are divided as follows:

- Single County Service area.
- Four County Service Areas, see Figure X included in Appendix X to this ITB.

1.3 Transition Prior to the Commencement Date of this Agreement

The time between execution of the Agreement and October 1, 2022, is intended to provide the Hauler with sufficient time to obtain all necessary resources and prepare efficient collection routes. The Hauler shall provide documentation that satisfactorily demonstrates that arrangements have been made to establish an office and equipment yard within Citrus County and that the Hauler has procured and started distribution of the approved waste collection containers. The Hauler shall be responsible for the provision of residential collection services beginning October 1, 2022.

1.4 Exclusive Franchise Grant

The successful Hauler shall be granted an exclusive franchise to provide residential collection services to all qualifying residential units in the County designated service area. Municipal annexation or incorporation that affects the service area shall be addressed as provided by general law.

2.0 SCOPE OF SERVICES

2.1 General Collection Services Provided by Hauler

- A. The Hauler shall provide residential solid waste collection service to all qualifying residential units in the service area. Residential solid waste collection service includes household waste, bulk items/move out piles, yard trash, white goods and single-stream recycling.
- B. As outlined in County Ordinance Chapter 82 Section 82-78 the Hauler shall deliver all residential municipal solid waste generated and collected in Citrus County to the Designated Disposal Facility. All municipal solid waste generated in Citrus County is required to be taken to the Designated Disposal Facility. No deviation waivers for alternate disposal sites will be allowed under this contract unless approved or authorized by the County BOCC.
- C. Hours and Days of Collection: Residential Solid Waste collection services shall be provided Monday through Friday, commencing at 6:00 a.m. and shall terminate at 4:00 p.m. The hours or days of collection may be extended due to extraordinary circumstances or economic conditions, only with the prior written consent of the County's Solid Waste Division Director or designee.
- D. Upon commencement of the Contract, the Hauler shall be required to pick up all qualified units in the residential solid waste collection service as scheduled and routed for the first week and every week going forward during the Contract term.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be the only designated observed holidays. The Hauler shall not be required to furnish residential solid waste collection services or maintain office hours on the designated holidays. The Hauler shall notify all customers whose normal collection day falls upon said holiday that no collection service shall be provided on said day and the date of the make-up collection day, at least seven (7) days and not more than thirty (30) days prior to said holiday.

2.2 Residential Household Waste Collection Service

The Hauler shall provide residential household waste collection service to qualifying residential units in the service area. Such service shall be limited to the collection of the residential household waste, yard waste, and recycling. As an optional level of service, residents may contract directly with the Hauler for excess refuse collection.

All residential household waste shall be properly contained in solid waste containers or bagged. Residential household waste collection service shall be provided not less than one (1) time per week on a scheduled route basis, with the exception of holiday(s) as noted in Section 2.1.E Holidays.

Containers shall be handled carefully by the Hauler and shall be completely emptied and

returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place.

The Hauler is required to provide an initial 64-gallon container and expect to have to provide up to 1 replacement container for each resident over the 5-year term of the Contract. The Hauler shall purchase and maintain an adequate supply of 64-gallon replacement containers, which shall be distributed to the County residents by the Hauler, as required. The Hauler shall deliver the initial container to new residential customers at least 10 days prior to the first scheduled collection day and provide replacement containers within five (5) business days of a request by a customer. The ownership of the 64-gallon containers, purchased for and distributed on behalf of the County during this agreement, shall remain with the County and shall be stamped with only the Citrus County logo.

2.3 Yard Waste Collection Service

The Hauler shall provide yard waste collection service to all qualifying residential units in the service area. Such service shall be limited to the collection of equivalent piles not to exceed (2) cubic yards per week (average of eight (8), thirty-two (32) gallon size containers) per qualifying residential unit per week or equivalent piles. Palm fronds and limbs must be neatly stacked and shall not be required to be bundled. Limbs shall not exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds. Land clearing and whole trees are not included in this service. As an optional level of service, residents may contract directly with the Hauler for disposal of large volume/size yard waste.

Yard waste collection service shall be provided not less than one (1) time per week on a scheduled route basis, with the exception of holiday(s) as set forth in Section 2.1.E Holidays. Containers shall be handled carefully by the Hauler and shall be completely emptied and returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place.

2.4 Residential Bulk Waste Collection Service

The Hauler shall provide residential bulk waste collection service to all qualifying residential units in the service area by contracting directly with the resident for direct payment of the hauling and disposal of the bulk waste. The Hauler will be required to pay the landfill disposal costs for the bulk waste at the time of delivery to the landfill. County Residents shall call the Hauler directly to schedule bulk waste collection.

2.5 Mixed Loads

Mixed loads are any combination of residential trash mixed with construction debris or vegetation mixed with trash, sand or other contamination. Mixed loads are not allowed under this contract. The Hauler shall be charged double the appropriate waste class disposal rate for mixed loads in excess of 10%.

2.6 Repair or Replacements of Solid Waste Containers

Solid waste containers, which are damaged or destroyed by the Hauler, shall be replaced by the Hauler within forty-eight (48) business hours.

2.7 Accessibility and Interference

In the event that the Hauler is unable to provide residential solid waste collection service as a result of problems related to accessibility or interference, the Hauler shall leave the waste as it was found. The Hauler shall notify the County by the end of each route day of the address(es) of any customer(s) whose residential solid waste was not collected that day and the reason it was not collected.

Upon notification from County that the interference has been rectified, the Hauler is required to collect the waste within two business days.

2.8 Location of Collection Point

Residential solid waste collection services shall be provided at the following collection points for the specified property types:

Single-Family Residence—All containers or bags must be abutting such residence no farther than ten (10) feet from the edge of the roadway. A customer who resides on a private paved or dirt road must allow access or place the residential solid waste on the nearest accessible County right-of-way.

Multi-Family Dwelling Units—At a point designated by the Hauler in consultation with the customer, which maximizes economy of collection of the residential solid waste while considering the public health and the convenience of the customer.

Rear-Door Service—The Hauler shall provide rear-door collection to County approved residents when all occupants residing in a residence are handicapped as defined under the Americans with Disabilities Act as outlined in Citrus County ordinance chapter 82 section 82-108.

A. Dispute

In the event of a dispute between the Hauler and a customer regarding the location of the collection point, the Hauler's decision shall be subject to approval by the County's Solid Waste Division Director or designee. The County will go out and examine the area of the dispute and render judgement. Appeals to the County's Solid Waste Division Director or designee's determination can be made in accordance with County Ordinance 82.77 Appeals Process. The determination of the appeals process shall be final and binding.

B. Title to Waste

The County shall have vested title to all residential solid waste collected by the Hauler pursuant to the resulting contract until delivery to the designated disposal facility.

2.9 Residential Curbside Recycling Collection Service

The Hauler is to include the bid price to provide residential curbside single-stream recycling collection service to all qualifying residential customers in the service area. All recyclable materials shall be delivered to a designated recovered materials processing facility. The Hauler shall provide a price which includes collection costs for single stream recycling.

A. Conditions and Frequency of Service

The Hauler shall collect recyclable materials from qualified residential units within the service area not less than one (1) time per week on a scheduled route basis, with the exception of holiday(s) as set forth herein. The Hauler will submit to the County for approval before the contract time begins, a recycling collection plan that shows the proposed routes and collection days in comparison with the Solid Waste collection routes and collection days. As requested by the County, the Hauler shall be required to collect additional types of recyclable materials or delete types of recyclable materials as part of the residential curbside recycling collection service.

B. Recyclable Material Containers

The Hauler shall collect all recyclable materials which have been properly prepared for collection and placed in recycling bins, paper boxes or paper bags set at curbside. The collection of curbside recyclables shall be conducted using the bin(s), to be provided by the Hauler. The Hauler will purchase and maintain an adequate supply of replacement bins, which will be distributed to the customers by the Hauler as needed. Hauler shall deliver bins to new units upon a five (5) business day notice. The Hauler shall deliver replacement bins within forty-eight (48) business hours of notification. The ownership of the recycling bins purchased for and distributed on behalf of the County during this agreement shall remain with the County and shall be stamped with only the Citrus County logo.

C. Method of Collection of Recyclable Materials

The Hauler shall make collections with a minimum of noise and disturbance to the residents. Hauler shall handle recycling containers with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Hauler shall be picked up immediately.

D. Title to Recyclables

Title to the recyclable materials shall immediately vest with the County upon possession by the Hauler. All responsibilities for the safe and proper delivery of

the recyclable materials to a recovered materials processing facility shall rest solely with the Hauler. The Hauler will enter into a revenue sharing agreement with the County as outlined in the paragraph below, that will be reviewed and updated annually, to ensure a fair and equitable division of collection costs and commodities revenue collection that is shared between the Hauler and the County. The Hauler will take the collected recyclable material to a processing facility of their choice in a “good faith” effort to lower costs and maximize revenue generation.

The Hauler will pay the County 50% of the sale of the recyclables with the Contractor retaining a \$50.00 per ton handling fee. The payments will be made to the County monthly along with necessary backup information showing the tonnage of recyclables collected, invoices from the facility where the material was processed showing tonnage delivered and payment, and a breakdown of costs and payments to date.

E. Contaminated Recyclable Materials

If recyclable materials, which are set out for collection, are contaminated through commingling with solid waste or non-recyclable materials, the Hauler shall, if practical, separate the commingled material from the recyclable materials. The recyclable materials shall then be collected, and the commingled material shall be left in the recycling bin along with a written notice of why the commingled material is not considered a recyclable. However, in the event the recyclable materials and commingled material cannot easily be separated by the Hauler or the nature of the commingled material renders the entire recycling bin contaminated, the Hauler shall not empty the bin and shall issue a written notice to the customer which contains instructions on the proper procedures for setting out recyclable materials. The Hauler shall notify the County by the end of each route day, of the address(es) of any customer(s) whose recycling bin was not collected that day and the reason for that action.

F. Container Ownership

The ownership of the recycling material bins provided by the Hauler under this Agreement shall rest solely with, and at no cost to, the County at the end of the term of the Contract.

G. Accessibility and Interference

All recycling bins at all residential units shall be readily accessible to the Hauler’s crew and not blocked. In the event that the Hauler is unable to collect the recycling bins as a result of problems related to accessibility or interference; the Hauler shall leave the recycling bin as found. The Hauler shall notify the County by the end of each route day, of the address (es) of any customer(s) whose recycling bin was not collected that day and the reason it was not collected.

H. Location of Collection Point

The customer shall place all recycling bins at the following collection points for the specified categories of property:

Single-Family Residence – All bins must be abutting such residence no farther than ten (10) feet from the edge of the roadway. A customer who resides on a private paved or dirt road must allow access or place the recycling bin on the nearest accessible County right-of-way.

Multi-Family Dwelling Units – At a point designated by the Hauler in consultation with the customer, which will maximize economy of collection of the recycling bins while considering the public health and the convenience of the customer.

Rear Door Service - The Hauler shall provide rear-door collection to County approved residents when all occupants residing in a residence are handicapped as defined under the Americans with Disabilities Act as outlined in Citrus County ordinance chapter 82 section 82-108.

I. Disputes

In the event of a dispute between the Hauler and a customer regarding the location of the collection point, the Hauler's decision shall be subject to approval by the County's Solid Waste Division Director or designee. The County will go out and examine the area of the dispute and render judgement. Appeals to the County's Solid Waste Division Director or designee's determination can be made in accordance with County Ordinance 82.77 Appeals Process. The determination of the appeals process shall be final and binding.

J. Allowable Recyclable Materials

Recyclable materials to be collected shall include, but not be limited to, any of the following materials:

- Glass, Food & Beverage Containers
- Newspapers & Advertising Inserts
- Magazines, Catalogs, Telephone Books, Paperback Books
- Office Paper (white & colored) & File Folders
- Junk Mail, Envelopes
- Paperboard & Boxboard (cereal, cracker boxes & paper beverage holders – Please Flatten)
- Corrugated Cardboard & Paper Bags (Please Flatten)
- Milk & Juice Cartons (Please Flatten)
- #1 through # 7 Plastic Food, Beverage & Household Containers (Remove Lids)
- Metal Food, Beverage Containers (Steel, Tin & Bi-Metal)
- Metal Lids (Separated from Metal and Glass Containers)
- Aluminum Containers, Food Trays and Foils (formed into a ball)
- Non-Hazardous Empty Aerosol Cans ONLY from: Food, Beauty, and Fragrance

& Household Products

The County reserves the right to add collection of other materials as may be required.

2.10 Hazardous, Biological or Biomedical Waste

- A. Collection and Disposal—The Hauler shall not collect or dispose of hazardous, biological or biomedical waste. The Hauler shall refuse to collect this material from the customer. If the Hauler believes that a customer is depositing hazardous, biological or biomedical waste for collection, the Hauler shall immediately notify the County's Solid Waste Division Director or designee.
- B. Inspection—The County's Solid Waste Division Director or designee shall have the authority to inspect the waste being set out for collection by a customer at any time to determine whether such waste contains hazardous, biological or biomedical waste and to take whatever action he/she deems necessary to ensure that the customer ceases the placement of hazardous, biological or biomedical waste into the Citrus County solid waste disposal system. Such inspection shall be required upon receipt of notice from the Hauler.

2.11 Service Routes and Schedules

- A. Establishment of Routes – Prior to service commencement the Hauler shall establish collection routes within the service area to obtain maximum efficiency of operation. The Hauler shall meet with the County's Solid Waste Division Director or designee to review the collection routes and vehicles proposed by the Hauler to service the routes. The County's Solid Waste Division Director or designee reserves the right to deny routes submitted by the Hauler. Notice shall be given to the Hauler by the County's Solid Waste Division Director or designee prior to such denial so as not to unduly interfere with the Hauler's transition to daily operations. The Hauler shall provide an accessible electronic copy of the final service area routes to the County's Solid Waste Division Director or designee.
- B. Changes in Routes - Prior to changing service routes, the Hauler shall meet with the County's Solid Waste Division Director or designee to obtain approval in writing. The County's Solid Waste Division Director or designee reserves the right to deny route changes submitted by the Hauler. Notice shall be given to the Hauler by the County's Solid Waste Division Director or designee prior to such denial so as not to unduly interfere with the Hauler's normal operations. The Hauler shall notify the customers being impacted by the route change, if their residential solid waste collection schedule is being revised, at least ten (10) days and not more than thirty (30) days prior to any alteration in said schedule.
- C. Changes in Collection Schedules - Prior to changing collection schedules, the Hauler shall meet with the County's Solid Waste Division Director or designee to obtain approval in writing. The County's Solid Waste Division Director or designee reserves the right to deny schedule changes submitted by the Hauler. Notice shall be given to the Hauler by the County's Solid Waste Division Director

or designee prior to such denial so as not to unduly interfere with the Hauler's normal operations. The Hauler shall notify the customers being impacted by the schedule change at least ten (10) days and not more than thirty (30) days prior to any alteration in said schedule.

2.12 Service Inquiries and Complaints

- A. Complaint Resolution - The residents will be instructed to issue all complaints to Citrus County Solid Waste Staff. A record of all complaints shall be documented and maintained and available for review by the County's Solid Waste Division Director or designee and the Hauler will be notified when a complaint is received. The Hauler shall take appropriate and immediate steps to resolve said complaints.
 - i. Any complaints received by the County and relayed to the Hauler before 12:00 noon shall be resolved before 5:00 p.m. of that same day. Complaints received after 12:00 noon shall be resolved before 12:00 noon of the following business day. If a complaint cannot be resolved within the above stated time periods, the Hauler shall notify the County's Solid Waste Division Director or designee and provide the County with the action being taken and the time to resolve the complaint.
- B. Complaint Records - The County shall keep records of all complaints and specific actions and timing to resolve the complaint. The Hauler shall provide the County's Solid Waste Division Director or designee with a full written explanation of the disposition of any customer's complaint involving a claim of damage by the Hauler's employees or agents.
- C. Disputes - Disputes or complaints that are not resolved by Hauler shall be submitted to the County's Solid Waste Division Director or designee for determination of action to be taken. The County will review the dispute or complaint and render judgement. Appeals to the County's Solid Waste Division Director or designee's determination can be made in accordance with County Ordinance 82.77 Appeals Process. The determination of the appeals process shall be final and binding.
- D. Fines – The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages, it is agreed that the County's Solid Waste Division Director or designee may deduct from payments due the following fines:
 - Collection outside of the operating hours designated herein: \$300.00 each case.
 - Complaints (over 20 per month) as determined by the County's Solid Waste Division Director or designee: \$50.00 each additional complaint.
 - Failure to respond to complaints in the time frames outlined in this ITB: \$50.00 each case.
 - Failure to clean vehicles and maintain in good working condition: \$50.00 per vehicle per occurrence.
 - Failure to keep vehicles closed or covered: \$50.00 per occurrence.
 - Failure to maintain route and collection schedules established at the beginning of the project without prior approval from the County: \$50.00 per violation of route

schedule.

- Failure to pick up scattered debris from the Haulers vehicles: \$50.00 each case.
- Failure to leave cans upright with covers securely in place: \$50.00 each case.
- Failure to pick up properly prepared Yard Waste: \$50.00 each case.
- Improper disposal of recycled materials: \$200.00 each load.
- Failure to replace damaged containers according to the time frames outlined in this ITB: \$50.00 each case.
- Failure to repair customer damage caused by the Hauler in a reasonable time as determined by the Solid Waste Division Director or designee \$200.00 each case.
- Hydraulic Spills or leaks on roads: \$500.00 each case.

2.13 Collection Equipment

- A. The Hauler shall provide equipment and maintain said equipment in accordance with [Citrus County, Florida - Code of Ordinances Chapter 82 - SOLID WASTE](#).
- B. Collection Vehicles-It is the Haulers discretion what type of collection vehicles are used as long as they are in compliance with the County Solid Waste Ordinance. It is also the Haulers responsibility to utilize the correct equipment to protect roads and property. It is the responsibility of the Hauler to avoid damaging roads while continuing to service the customers in each area. The Hauler will provide all vehicles and equipment necessary to provide service to all qualifying residents in each area. Additionally, it is the Haulers responsibility to not damage any roads, County or Private, and the Hauler shall reimburse the County for the cost of repairing any road damage caused by the Hauler.
- C. Recycling Vehicles - The Hauler shall have on hand and readily available at all times and in good working order a sufficient number of recycling vehicles equipped to adequately and efficiently perform its contractual duties.
- D. Equipment Markings – Hauler supplied equipment shall be maintained in a safe working condition and shall display the name, telephone number and vehicle number of the Hauler. The Haulers are responsible for their own safety and all supplied equipment shall be outfitted with industry standard safety features.
 - No advertising shall be permitted on vehicles unless approved by the Citrus County BOCC. If desired, the Hauler may submit a request to the Solid Waste Division Director or designee showing the requested advertisement and detailing a revenue sharing agreement for said advertisement. Any such proposal will have to be approved by the County BOCC.
- E. Painting of Vehicles – Hauler supplied residential solid waste collection vehicles to include recycling collection vehicles and other multi- purpose vehicles as necessary for the Hauler to complete the work shall be painted uniformly.
- F. Equipment Covers - Hauler supplied vehicles used for the residential solid waste collection services shall have a fully enclosed metal top. Scattered waste of any type coming from a Hauler's vehicle for any reason shall be the responsibility of the Hauler to immediately pick up. Failure to do so could result in fines in accordance with

Section 2.12. D.

- G.** Spillage - Vehicles shall not be overloaded so as to scatter waste. Scattered waste of any type coming from a Hauler's vehicle for any reason shall be the responsibility of the Hauler to immediately pick up. Failure to do so could result in fines in accordance with Section 2.12. D. The Hauler shall not be responsible for cleaning up unsanitary conditions around the solid waste containers caused by carelessness of the customer.
- H.** Maintenance of Vehicles - Hauler supplied Vehicles shall be maintained in a manner so that they will not leak oil or other fluids upon the streets and roads of Citrus County. The Hauler shall use non-hazardous fluids where possible. Vehicles shall also be maintained so as to avoid producing excessive engine emissions. Vehicles that cannot be maintained in this manner shall not be utilized to provide the services covered as part of the resulting contract.
- I.** The Hauler will have a pre-inspection checklist that will be completed by the operator prior to starting the route. The pre-inspection checklist will be developed by the Hauler and submitted to the County's Solid Waste Division Director or designee for approval. The pre-inspection checklists will note any deficiencies in the vehicle and outline the procedures for the operator to undertake to get the deficiency corrected. The pre-inspection checklists will be filed at the Hauler's County office and be available for review by the County's Solid Waste Division Director or designee.
- J.** Annual Inspections – The County reserves the right to inspect Hauler supplied vehicles at any time as may be determined by the County's Solid Waste Division Director or designee. As a minimum, the Solid Waste Division Director or designee will inspect Hauler vehicles annually to determine the condition of the vehicles and compliance with the terms of this ITB and the County Solid Waste Ordinances.
- K.** Interference - The Hauler's vehicles shall not interfere unduly with vehicular or pedestrian traffic and shall not be left unattended while in operation. Hauler routes shall be implemented to avoid collecting on main thoroughfares during peak traffic hours where possible. Hauler's vehicles while not on route shall utilize main thoroughfares for transportation of waste.
- L.** Tools and Equipment –All Hauler's collection vehicles shall carry equipment/tools as may be needed to allow the Hauler to properly clean up spills caused by the Hauler. All collection vehicles shall also be equipped with an A, B, C, type fire extinguisher of at least ten (10) pound capacity.
- M.** Truck Washing – All collection vehicles will be washed in accordance with the current County ordinance.

2.14 Additional Service Requirements

- A.** Promotion, Public Relations and Education—The County and the Hauler shall share responsibility for developing the promotion of the waste reduction and recycling programs. The Hauler shall cover all cost associated with printing, mailing/distributing written information to the residential participants on an annual basis. Hauler shall

provide in-kind sponsorship to community events, not to exceed six (6) events annually.

The Hauler shall supply customers in the service area a mailer containing information on rates (if applicable), general information, consumer responsibility, complaint procedures, collection schedules, holiday schedules, etc. All information on the mailer shall be approved in writing by the County's Solid Waste Division Director or designee and may not be distributed prior to receipt of said written approval.

- B. Community Programs—At the request of the Solid Waste Division Director or designee, the Hauler shall provide, at its own expense, the following services for community programs:
 - i. Provide “adopt-a-road” or other community sponsored bagged trash removal from County rights-of-way within 24-hour notice.
 - ii. Hauler may propose additional Community Programs
- C. Emergency Service Provisions—Disaster response and Emergency Service Provisions are outside of the scope of this Contract. The Hauler, may be requested to collect and dispose of all or a portion of excessive amounts of debris that has accumulated by reason of any non-declared natural disaster or other emergency event. The County and Hauler shall negotiate scope of work and service fees on a case by case basis for this work.

2.15 Compensation to Hauler and the Establishment of Rates

- A. Residential Solid Waste Collection Services—The County shall be responsible for the non-ad valorem assessment and collection of payments for all qualified residential units in the service area receiving residential solid waste collection services. The County shall pay the Hauler for residential solid waste collection services in accordance with the terms of the executed Contract and per unit rate therein. Maps showing the service areas and estimated unit count are attached as XXXX and included herein and may subsequently be adjusted in accordance with the terms of the Contract. Payment shall be made by the County to the Hauler on or before XXXXX of the month following the month such service was rendered.
- B. Residential Unit Count—No later than September 15, each year of the Contract, the County shall notify the Hauler regarding the new residential collection service unit count, which shall become effective October 1 each year. The County shall also provide the Hauler with an electronic file of the residential customers in the service area, using information available through the County including, but not limited to, the County GIS system. In the event that the Hauler does not agree with the residential collection service unit count provided by the County, the Hauler may request that the County and the Hauler perform a joint physical count of the residential units in the service area. Adjustments shall be made to the residential collection service unit count on a monthly basis throughout each contract year to account for individual residential units that come on or go off residential collection service route.
- C. Disposal Element— The disposal element of the residential collection service shall be

based upon historical tonnage for the previous two (2) year period. Please see XXXXX for historical tonnage.

Citrus County disposal rates in effect at the time of release of this ITB are attached for reference in XXXX and are subject to change by the County at any time and at its sole discretion.

- D. **Price Redeterminations**—On each October 1st, beginning in 2023, the current monthly rate, and all other rates set forth in this Agreement, for the immediately ensuing contract year, shall be adjusted by seventy percent (70%) of the annual percentage change, if any, in the Consumer Price Index (CPI) – South Group – All Urban Consumers – All Items (1982-1984=100), as last published by the U.S. Department of Labor prior to November 1. In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

- E. **Expiration Upon Failure to Agree to Price Redetermination**—If the County and the Hauler cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Hauler’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Hauler.

- F. **Fuel Price Adjustments**—Subject to the provisions of this section, the County shall pay, or recover, an additional fee (i.e. the “Fuel Adjustment”) to the Hauler based upon changes in the Average Fuel Price. The Fuel Adjustment shall be determined on each April 1 and October 1, beginning April 1, 2022. The Fuel Adjustment shall be calculated from a base fuel price, which will be initially set at \$XXXXXX Dollars per gallon (“Base Fuel Price”). Provided, however, that the Base Fuel Price shall be adjusted on each October 1, beginning in 2023 by the rate used to calculate the new Contract Rate on October 1 of the previous year (seventy percent (70%) of the percentage of annual change, if any, in the Consumer Price Index – South Group – All Urban Customers – All Items (1982-1984=100)).

The amount of the Fuel Adjustment shall be calculated by multiplying (a) the amount of fuel estimated to have been used by the Hauler to perform under this Agreement during the prior twenty-six (26) weeks of the Operating Year times (b) an amount equal to the difference between the average fuel price for the twenty-six (26) weeks and the Base Fuel Price.

The Average Fuel Price shall be determined by using an average of the weekly price of Retail On-Highway Diesel Prices for the Lower Atlantic Region as reported by the

United States Energy Information Administration (EIA) over the previous twenty-six (26) week period. This information can be obtained at the EIA website (<https://www.eia.gov/petroleum/gasdiesel/>).

The Fuel Adjustment shall apply only to the amount of fuel estimated to have been used by the Hauler ("AF") to provide contract services to the Unincorporated Area of the County. The Hauler shall use the following formula to estimate the amount of fuel that was used by the Hauler during the prior twenty-six (26) week period:

$$AF=A+B+C+D$$

Where AF = the amount of fuel used by the Hauler.

A = Estimated fuel consumed by large volume (25 yards+) packer trucks = 3.5 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

B = Fuel consumed by recyclable material collection trucks = 3 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

C = Fuel consumed by white goods / bulk items collection trucks = 2 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

D = Fuel consumed by satellite vehicles = 2 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

The Hauler shall deliver to the County a separate invoice for each Fuel Adjustment Amount, along with all documentation used to calculate the Fuel Adjustment, on April 1 and October 1 of each year, beginning April 1, 2022. The County shall pay the Hauler, or receive from the Hauler, the Adjustment Amount in accordance with the Florida Prompt Payment Act. The Fuel Adjustment shall be calculated in accordance with this section.

2.16 Change in Law

- A. The parties understand and agree that changes in law in the future, including, but not limited to, legislative, judicial or administrative changes, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.
- B. To the extent that any current law or any law effective after execution of this Agreement is in conflict with, or requires changes in, the provisions of Collection Service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of a change in law.

- C. Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

3.0 TERMS & CONDITIONS

Minimum Standards

Each proposal shall be evaluated using the following criteria:

- A. That all Bid documentation was submitted timely and in conformance with all requirements of the ITB.
- B. That the following elements of Hauler's submittal meet or exceed the requirements of this ITB and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:
1. Total cost; and
 2. References, including timeliness of performance; in order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this ITB. For company name and/or ownership changes, appropriate documentation shall be required; and
 3. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Bidder's financial stability. All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

3.1 Termination

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within (180) days written notice from the non-breaching party.
- B. County may terminate the resulting Contract for non-appropriation upon at least sixty (60) calendar days prior written notice to Hauler.
- C. The Hauler may cancel the resulting Contract with one-hundred eighty (180) days written notice to the County's Solid Waste Division Director or designee. Failure to provide proper notice to the County may result in the Hauler being barred from future business with the County.
- D. After Hauler's receipt of a notice of termination pursuant to Paragraph A above (or to

the extent Hauler has not cured a material breach within the specified time frames) and except as otherwise directed by the County, the Hauler shall:

1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination.
2. Place no further orders or subcontracts for materials, services or facilities.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination.
4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this section.

- E.** After receipt of a notice of termination, the Hauler shall submit to the County its termination claims for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Hauler made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Hauler to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Hauler by reason of the termination and shall thereupon pay to the Hauler the amount so determined. In the event the County terminates for convenience or non-appropriation, Hauler shall not be obligated to refund to County any prepaid fees.
- F.** Non-Appropriation—The resulting Contract may be terminated by the County or Hauler if the County does not appropriate the funding in any fiscal year necessary to pay the compensation required to procure the work.
- G.** Upon being notified of County's election to terminate for default of Hauler, non-appropriation or convenience, Hauler shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- H.** Complaints and Failure to Respond—The County may terminate this contract if the Hauler accumulates continued excessive complaints, as determined by the County's Solid Waste Division Director or designee and does to respond to the complaints in accordance with the provisions outlined in this ITB.
- I.** If termination of the resulting Contract occurs for any reason:

Except as otherwise provided in the resulting Contract, Hauler shall keep and maintain public records required by the public agency to perform the service in accordance with FL Statute 119.0701 and Hauler shall return to the County

all County information in Hauler's possession or shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Hauler that all such information has been destroyed or returned, provided that Hauler shall be permitted to retain an archival copy of any such information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.

For all undisputed outstanding invoices submitted to the County for Work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Hauler in accordance with the Florida Prompt Payment Act

- J. In the event of termination by the County for non-appropriation, if sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.
- K. **Termination for Convenience:** County, by giving thirty (30) calendar days written notice to Contractor, may terminate the Agreement in whole or in part when County determines in its sole discretion that it is in County's best interest to do so. Upon receiving a notice of termination, Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of termination. Termination of the provision of the service shall not entitle Contractor to any loss of anticipated profit under this provision.

3.2 Incurred Expenses

This ITB does not commit the County to award a Contract, nor shall the County be responsible for any cost or expense which may be incurred by any Hauler in preparing and submitting a proposal in response to this ITB, or any cost or expense incurred by any Hauler prior to the execution of a Contract.

3.3 Post-Proposal Discussions with Bidders

It is the County's intent to award a Contract(s) to the Hauler(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this ITB. The County reserves the right, however, to conduct post-closing discussions with any Hauler(s) who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.4 Presentations by Bidders

- A. The County, at its sole discretion, may ask individual Haulers to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Hauler to demonstrate to the satisfaction of the County that the Hauler has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the ITB. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Haulers are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.5 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this ITB. They are not intended to limit competition nor specify any particular Hauler but to ensure that the County receives quality services.

3.6 Compliance with Laws and Regulations

Haulers shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Hauler shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Hauler(s) shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Hauler, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Haulers must hold the required licensure to be the prime Contractor for all work to be performed under this ITB. If any Hauler proposes to use a Subcontractor or sub-consultant to perform any work under this ITB, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Hauler's duties under this ITB, whether such license or permit is required by the federal government, State of Florida, Citrus County, or any municipality, shall be at each Hauler's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.7 Hauler's Personnel

The Hauler shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Hauler certifies that it does not knowingly or willingly and will not during the performance of the resulting Contract employ illegal alien workers (i.e., non-U.S. citizens who have not been issued valid, appropriate, and current non-immigrant work visas, Form I-551s, or other similar governmental documentation necessary to authorize such persons to reside and perform compensated work or services, whether temporarily or permanently, within the United States) or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Hauler shall agree to the following:

- The Hauler shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Hauler.
- The Hauler agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Hauler, in all solicitations or advertisements for employees placed by or on behalf of the Hauler, shall state that such Hauler is an Equal Opportunity Employer.

The Hauler and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Hauler or personnel furnished by the Hauler in the course of providing services pursuant to the Contract, shall be held in confidence and shall not be disclosed by the Hauler or any employee or agents of the Hauler or personnel furnished by the Hauler, without the prior written consent of the County.

3.8 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Hauler cannot disclaim consequential or special damages related to the performance of this Contract. The Hauler shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.9 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this ITB, or to negotiate separately with competing Bidders, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.10 Bid Security Bond

A Bid Security Bond in the amount of 5% of the Hauler's submitted bid value is required.

The Bid Security Bond can be in the form of a bond, cashier's check or irrevocable letter of credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida and with a rating of "A" or higher as listed in the A.M. Best & Company latest published rating guide. The County provided form shall be used if the bond is issued. The bond, cashier's check or ILOC shall not expire until the Contract is awarded and shall guarantee that (1) a Hauler shall not withdraw its proposal after the closing time and date of this ITB, or (2) the awarded Hauler shall promptly execute a Contract and deliver any required specifications required by the County prior to start-up of the Contract. The bond, cashier's check, or ILOC will be invoked by the County to ensure payment of the Bidder of damages incurred by withdrawal of a proposal, or failure to enter into a Contract after award. Bid Security Bonds, without interest, will be returned upon receipt of appropriate insurance documents and/or a Performance Bond, where/if applicable.

3.11 Performance Bond

Hauler shall furnish Performance Bond, prior to performing any work under the Contract in an amount equal to the total value of the Contract including any amendments or change orders made thereto pursuant to the order or other documentation executed by the parties. Failing to do so, shall constitute a material breach of this Contract. The Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida and subject to the approval by the County's Risk Manager.

Simultaneously with the delivery of the executed Contract to the County, and annually at least 60 days before the bond expires, a Hauler to whom a Contract has been awarded must deliver to the County, an executed and recorded with the Clerk of Courts for Citrus County, performance bond on the prescribed forms, each in an amount of one hundred percent (100%) of the annual Contract price of the accepted proposal as security for the faithful performance of this Contract. The performance bond shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in Florida. The Attorney-in-Fact or other officer who signs the performance bond for a surety company must record with such bond a certified copy of Power-of Attorney authorizing such person to do so.

4.0 SUBMITTAL REQUIREMENTS

4.1 Event Timeline

Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

**All public Meetings are subject to change or can be cancelled due to the current events. The public opening shall be via a recorded, online or call-in number as listed below:

EVENT	DATE	TIME
Issue Invitation to Bid	March 21, 2021	
NON-MANDATORY Pre-Bid Conference	April 6, 2021	11:00am
Deadline for Questions	April 15, 2021	4:00 pm
Bid Due Date and Time	April 22, 2021	2:00 pm
Public Opening Date and Time	April 22, 2021	2:15 pm
Board Approval and Award (subject to change)		

4.2 Pre-Bid Conference

A **NON-MANDATORY Pre-Bid Conference** will be held on **April 6, 2021 at 11:00 am**. The Conference will be held at the Lecanto Government Building, Suite 166, 3600 W. Sovereign Path, Lecanto, Florida 34461. Temperatures will be taken when entering the building, Contractors will be requested to wear a mask while attending the Pre-Bid meeting and Contractors are to follow the CDC guidelines for social distancing.

4.3 Public Opening of Bids

Electronic Bid Submittals shall be opened on **April 22, 2021 at 2:15 PM** via “Microsoft Teams” meeting

4.4 Submission of Bids

Proposals shall include all of the information solicited in this ITB, and any additional data that the Hauler deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Electronic Bids are to be submitted **on or before at Month-Date-Year 2:00 pm**. It is the sole responsibility of the Bidder to ensure that their Bid response is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

NAME A SINGLE ELECTRONIC FILE TO INDICATE BID NUMBER.
ITB 21-039 - YOUR COMPANY NAME

The County will now receive Bid submittals through the online solicitation management portal, www.myvendorlink.com. You may enter information and upload completed forms/documents using the www.myvendorlink.com portal. Bidders must have registered and

received an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation response, it is the submitting Bidder's responsibility to contact VendorLink, LLC technical support. For support, click on the "Help" link on the Solicitation Posting portal; or email www.support@evendorlink.com.

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Bidder issues) that prevents all Bidders from submitting a response within the two (2) hours immediately before the due time, the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Bidders. The County shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, and the system provider. Technical issues localized to a single Bidder will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence.

Submission Steps:

NAME A SINGLE ELECTRONIC FILE TO INDICATE BID NUMBER. ITB 21-039- YOUR COMPANY NAME

1. Submit Proposals/Bids electronically through www.myvendorlink.com
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Bidder Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the Bidder to change the status from whatever was submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page if necessary.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.
8. Follow all instructions outlined in this Solicitation and provide all requested information.
9. Ensure that you have completed the process by hitting the submit button a final time.

4.5 Timeliness of Bid Submittal

Bids uploaded to VendorLink after the due date and time shall not be accepted. There will be no exceptions to this policy.

It is the responsibility of Bidder to ensure their Bid is uploaded by the due date and time.

4.6 Submittal Format

Bids shall include all of the information solicited in this ITB, and any additional data that the Hauler deems pertinent to the understanding and evaluating of the proposal. Bids shall be organized in sections tabbed in the order described below. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at a minimum:

NOTE: Failure of the Bidder to clearly and specifically address each of the items listed below may result in the Bid *not* being evaluated or rejected.

All proposals shall include at a minimum:

Tab 1 – Bidder’s Profile and Submittal Letter

A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm’s letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

A brief profile of the firm, including: (customize to fit your project)

1. A brief history of the business; and
2. Organizational structure of business; and
3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida; and
4. A Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org.

Tab 2 – Bid Form (use attached forms)**Tab 3 – References**

Provide three (3) references of the same or similar magnitude to this solicitation request where the proposed service has been used within the past five (5) years, including entity name, contact person, phone number and e-mail address. Unless specifically asked by the County, the County shall *not* be listed as a reference.

Tab 4– Financial Statement

A Dun and Bradstreet report shall be used by the County to evaluate Hauler's financial stability. All Haulers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 5 – Forms**A. Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Hauler who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this requirement:

1. If Hauler's business does not have a physical location in Citrus County, no submission is required, *OR*
2. If Hauler's business type is exempt, submit a Proof of Exemption.

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. Final forms must be in accordance with County Insurance Requirements. REGARDLESS OF WHETHER BIDDER HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, BIDDER IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Bidder

against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Bidder under this contract.

A. COMMERCIAL GENERAL LIABILITY

1) Bidder must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

B. AUTOMOBILE LIABILITY

2) Bidder must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Bidder does not own vehicles, the Bidder shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

1) Bidder must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

2) For any officer of a Bidder that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that bidder/employer/owner's employees. If the bidder/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

3) The purpose of this section is to ensure that all bidders, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

D. POLLUTION LIABILITY

1) Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

2) When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

E. OTHER INSURANCE PROVISIONS

1)The Bidder shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2)The project's bid number should be noted on the certificate. ITB 21-066

3)All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

4)Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation and Pollution Liability . The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

5)The Bidder's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Bidder's insurance and shall be non-contributory.

6)For all policies of insurance except Pollution Liability: The Bidder, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

7)The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

8)It is the Bidder's responsibility to ensure that all sub-contractors comply with these insurance requirements. Bidders shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9)All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

10) All Certificates must show that the Bidder's policies have been endorsed per the requirements.

11) Once ALL paperwork is completed and received by the County, an email will be sent to Bidder requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Bidder's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Bidder will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Bidder's agent(s). This is a yearly requirement for the duration of the Agreement.

C. Conflict of Interest Form

All Haulers shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Hauler may have due to ownership, other clients, contracts, or interests associated with this project.

D. W-9

Include a completed W-9 form.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

F. Drug-Free Workplace Form

G. Certification Regarding Debarment (Prime) Form

H. Certification Regarding Debarment (Sub) Form

I. Bid Security Bond

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

5.0 BID FORM (Page 1)

The undersigned hereby declare(s) that [firm name]_____ has carefully examined the specifications to furnish:

Residential Solid Waste Collection

for which proposals were advertised to be received **no later than 3:00 p.m., local time, Wednesday, April 24, 2021** and further declare that [firm name]

_____ will furnish the **Residential Solid Waste Collection** according to specifications.

The County reserves the right to negotiate with the award vendor(s) for additional services similar in nature not known at time of closing.

Sole Proprietor: ☐ YES ☐ NO

Total number employees: _____

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, _____ % ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 – Submittal Letter including the Memorandum of Authority, if required
- ☐ Tab 2 - Completed and executed ITB Bid Form
- ☐ Tab 3 - References
- ☐ Tab 4 – Cost Proposal (See Exhibit IX Residential Collection & Facilities Recycling)
- ☐ Tab 5- Financial Statement (upon request only)
- ☐ Tab 8– Forms
 - ☐ If you have a physical location in Citrus County, submit on of these:
 - ☐ Current **Business Tax Receipt**, **OR** ☐ **Proof of Exemption** Form
 - ☐ Proof of Insurance
 - ☐ Conflict of Interest form
 - ☐ W-9 Form
 - ☐ Addenda
 - ☐ Drug Free Workplace Section 11.0
 - ☐ Certification Regarding Debarment (Prime) Section 12.0
 - ☐ Certification Regarding Debarment (Sub) Section 13.0
 - ☐ Certification Regarding Prohibition Against Contracting with Scrutinized Companies Section 14.0
 - ☐ Bid Security Bond Section 15.0

The Citrus County, Florida reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

BID FORM (Page 2 of 3)

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 21-039 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this Bid/offer document and any Contract(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance certificate upon notification of recommendation of award.

***Bidder must provide a cost for each item. Failure to provide a cost for any of the items may result in disqualification of bid.**

The vendor acknowledges that information provided in this Bid is true and correct:

Bidder's Name: _____
Name of Company

Federal Employer Identification No.: _____

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

Attachment: Draft ITB 21-039 Universal Collection (12779 : Universal Collection ITB Discussion)

BID FORM (Page 3 of 3)

		ANNUAL		CONTRACT TERM	
Base Bid	Unit	Qty	Annual Bid Price	Qty	Contract Term Bid Price
Northwest Quadrant					
Lump Sum Price to provide Residential MSW & yard waste collection	Lump Sum	1 year		5 year	
Single-Stream Recycling	Lump Sum	1 year		5 year	
Northeast Quadrant					
Lump Sum Price to provide Residential MSW & yard waste collection	Lump Sum	1 year		5 year	
Single-Stream Recycling	Lump Sum	1 year		5 year	
Southwest Quadrant					
Lump Sum Price to provide Residential MSW & yard waste collection	Lump Sum	1 year		5 year	
Single-Stream Recycling	Lump Sum	1 year		5 year	
Southwest Quadrant					
Lump Sum Price to provide Residential MSW & yard waste collection	Lump Sum	1 year		5 year	
Single-Stream Recycling	Lump Sum	1 year		5 year	
County Wide Services					
Lump Sum Price to provide Residential MSW & yard waste collection	Lump Sum	1 year		5 year	
Single-Stream Recycling	Lump Sum	1 year		5 year	
Additional Alternate Item					
County Wide Services - Litter Control	Unit	Qty	Price Per Mile		
Per Mile Price to provide County Wide Litter Control as detailed in the ITB document.	Per-Mile	One Mile			

Attachment: Draft ITB 21-039 Universal Collection (12779 : Universal Collection ITB Discussion)

***Bidder must provide a cost for each item. Failure to provide a cost for any of the items may result in disqualification of bid.**

6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, 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.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any Contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any Contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a Bid, the Bidder represents and warrants that the submission of its bid submittal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Bidder's Name: _____
Name of Company

Federal Employer Identification No.: _____

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

8.0 AGREEMENT (At this time this is informational purpose only)

Signing of the Agreement

When County gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter the Successful Bidder shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits, and other conditions in compliance with that outlined in the Invitation to Bid.** Upon award and execution of the Agreement by the County, one certified copy of the Agreement shall be delivered to the Successful Bidder.

8.0 AGREEMENT (At this time this is informational purpose only)**SERVICES AGREEMENT**

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

DO NOT EXECUTE

_____, (Contractor).

2.0 Designated Contact Person as to County:

Henry Norris, Director
Solid Waste Management
230 W. Gulf to Lake Highway
Lecanto, Florida 34461
Phone: 352-527-7670
Fax: 352-527-7672
Email: henry.norris@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

Phone: **DO NOT EXECUTE**
Fax:
Email:

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Bid Form

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin on **October 1, 2021** for a period of five (5) years, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contractor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

Attachment: Draft ITB 21-039 Universal Collection (12779 : Universal Collection ITB Discussion)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

9.1 Correction of Services: Contractor shall promptly correct all Services rejected by County for failure to comply with the requirements herein without additional expense to County and shall bear the expense of making such correction. If Contractor does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may commence action to terminate the Agreement.

9.2 Changes in Services: County retains the right to change the size and type of the non-hazardous waste containers for any location; to add or delete locations where the waste containers are to be located; and to change the frequency of collection at any location upon giving seven (7) business days advanced notice to Contractor. Contractor shall respond to such changes within three (3) business days of such notification.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

10.1 Residential Solid Waste Collection Services—The County shall be responsible for the non-ad valorem assessment and collection of payments for all qualified residential units in the service area receiving residential solid waste collection services. The County shall pay the Hauler for residential solid waste collection services in accordance with the terms of the executed Contract and per unit rate therein. Maps showing the service areas and estimated unit count are attached as XXXX and included herein and may subsequently be adjusted in accordance with the terms of the Contract. Payment shall be made by the County to the Hauler on or before XXXXX of the month following the month such service was rendered.

10.2 Residential Unit Count—No later than September 15, each year of the Contract, the County shall notify the Hauler regarding the new residential collection service unit count, which shall become effective October 1 each year. The County shall also provide the Hauler with an electronic file of the residential customers in the service area, using information available through the County including, but not limited to, the County GIS system. In the event that the Hauler does not agree with the residential collection service unit count provided by the County, the Hauler may request that the County and the Hauler perform a joint physical count of the residential units in the service area. Adjustments shall be made to the residential collection service unit count on a monthly basis throughout each contract year to account for individual residential units that come on or go off residential collection service route.

10.3 Disposal Element—The disposal element of the residential collection service shall be based upon historical tonnage for the previous two (2) year period. Please see XXXXX for historical tonnage.

Citrus County disposal rates in effect at the time of release of this ITB are attached for reference in XXXX and are subject to change by the County at any time and at its sole discretion.

10.4 Price Redeterminations—On each October 1st, beginning in 2023, the current monthly rate, and all other rates set forth in this Agreement, for the immediately ensuing contract year, shall be adjusted by seventy percent (70%) of the annual percentage change, if any, in the Consumer Price Index (CPI) – South Group – All Urban Consumers – All Items (1982-1984=100), as last published by the U.S. Department of Labor prior to November 1. In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative

measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

10.5 Expiration Upon Failure to Agree to Price Redetermination—If the County and the Hauler cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Hauler's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Hauler.

10.6 Fuel Price Adjustments—Subject to the provisions of this section, the County shall pay, or recover, an additional fee (i.e., the "Fuel Adjustment") to the Hauler based upon changes in the Average Fuel Price. The Fuel Adjustment shall be determined on each April 1 and October 1, beginning April 1, 2022. The Fuel Adjustment shall be calculated from a base fuel price, which will be initially set at \$XXXXX Dollars per gallon ("Base Fuel Price"). Provided, however, that the Base Fuel Price shall be adjusted on each October 1, beginning in 2023 by the rate used to calculate the new Contract Rate on October 1 of the previous year (seventy percent (70%) of the percentage of annual change, if any, in the Consumer Price Index – South Group – All Urban Customers – All Items (1982-1984=100)).

The amount of the Fuel Adjustment shall be calculated by multiplying (a) the amount of fuel estimated to have been used by the Hauler to perform under this Agreement during the prior twenty-six (26) weeks of the Operating Year times (b) an amount equal to the difference between the average fuel price for the twenty-six (26) weeks and the Base Fuel Price.

The Average Fuel Price shall be determined by using an average of the weekly price of Retail On-Highway Diesel Prices for the Lower Atlantic Region as reported by the United States Energy Information Administration (EIA) over the previous twenty-six (26) week period. This information can be obtained at the EIA website (<https://www.eia.gov/petroleum/gasdiesel/>).

The Fuel Adjustment shall apply only to the amount of fuel estimated to have been used by the Hauler ("AF") to provide contract services to the Unincorporated Area of the County. The Hauler shall use the following formula to estimate the amount of fuel that was used by the Hauler during the prior twenty-six (26) week period:

$$AF=A+B+C+D$$

Where AF = the amount of fuel used by the Hauler.

A = Estimated fuel consumed by large volume (25 yards+) packer trucks = 3.5 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

B = Fuel consumed by recyclable material collection trucks = 3 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

C = Fuel consumed by white goods / bulk items collection trucks = 2 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

D = Fuel consumed by satellite vehicles = 2 gallons per hour X 11 hours per day X number of route days for period X all route trucks of this type.

The Hauler shall deliver to the County a separate invoice for each Fuel Adjustment Amount, along with all documentation used to calculate the Fuel Adjustment, on April 1 and October 1 of each year, beginning April 1, 2022. The County shall pay the Hauler, or receive from the Hauler, the Adjustment Amount in accordance with the Florida Prompt Payment Act. The Fuel Adjustment shall be calculated in accordance with this section.

10.7 Disposal of Waste Material: Contractor shall handle all waste materials removed from County property in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. All Citrus County waste materials must be disposed of at the Citrus County Landfill.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based

on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 system of the County. If Contractor does not

comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: *Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.*

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers: Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Pollution Liability:

14.5.1 Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim.

14.5.2 When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's bid number shall be noted on the certificate. ITB 19-000

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.6.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.6.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.6.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is \$19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Contractor will not be allowed to begin work and no payments will be made until

registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, and/or its sub-contractor(s), shall obtain Citrus County Certified Hauler status and shall maintain such throughout the duration of Agreement. If Contractor or any of its sub-contractors become non-certified, it shall be grounds for County to terminate the Agreement. Furthermore, it shall be Contractor's responsibility to ensure that it and its sub-contractors are properly licensed and/or permitted to conduct business in Citrus County, Florida, and the State of Florida. Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor, and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and

omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any

such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or

employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

19.39 Workforce Labor: County believes that the hiring of workforce labor by Contractors who County awards contracts to, should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor may be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractor participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

CONTRACTOR

Signature of Witness (1)

DO NOT EXECUTE

Printed Name of Witness (1)

Signature of Witness (2)

BY: _____

Printed Name of Witness (2)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ as _____

who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: Draft ITB 21-039 Universal Collection (12779 : Universal Collection ITB Discussion)

9.0 INDEMNIFICATION

Bidder shall indemnify, save and hold harmless the County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Bidder, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Bidder nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Bidder shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Bidder under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* _____, am the
(title) _____ and the duly authorized representative of
the firm of *(Firm Name)* _____ whose address is,
_____, and that I possess
the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, Contracts, or interests associated with this
project; and,
3. This Bid is made without prior understanding, agreement, or connection with any corporation,
firm, or person submitting a Bid for the same services, and is in all respects fair and without
collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name: _____
 Firm Name: _____
 Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online
 notarization, this _____ day of _____, 2021, by
 _____ as _____ who
 is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2021.

SEAL

 NOTARY PUBLIC Signature
 Printed Name: _____
 Commission No.: _____
 Expiration Date: _____

Attachment: Draft ITB 21-039 Universal Collection (12779 : Universal Collection ITB Discussion)

11.0 DRUG-FREE WORKPLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____

_____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Name: _____
Name of Company

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

E-Mail Address: _____

Date: _____

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME
CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid submittal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid submittal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid submittal.

Bidder's Name: _____
Name of Company

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Date: _____

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
 2. Have not within a three (3) year period preceding this bid submittal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid submittal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid submittal.

Bidder's Name: _____
Name of Company

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Date: _____

14.0 **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of Bidder as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Bidder's Name: _____
Name of Company

Bidders Address: _____
Address, City, State, Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Date: _____

15.0 BID BOND

STATE OF _____

Bond no.:

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "SURETY"), are held and firmly bound unto the Citrus County, Florida, as COUNTY, a body corporate and politic and a subdivision of the State of Florida, whose address is Citrus County, Florida, 123 West Indiana Avenue, DeLand, Florida 32720, Tel.: _____, (hereinafter called "OBLIGEE"), in the penal sum of _____ dollars and (____)/100 (\$ _____), lawful money of the United States, for the payment of which sum will and truly to be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying Bid, dated _____, 20 __, for:

Residential Solid Waste Collection

NOW, THEREFORE,

A. If the principal shall not withdraw said Bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the County in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, A.D. 2021, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. *Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).*

PRINCIPAL:

ATTEST:

Signature_____
Signature_____
Corporate Officer & Title_____
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

ATTEST:

Attorney-in-Fact (signature)_____
Signature_____
Name & Title_____
Corporate Secretary (Affix Corporate Seal)_____
Name of Local Resident Agent_____
City, State, Zip_____
Telephone:

WITNESS:

A.M. Best No.: _____

NAIC No.: _____

STATE OF __________
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the Citrus County, Florida, FL.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 2021, by

_____, who is personally known to me or who produced _____ as
identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF BID BOND

16.0 ADDENDA ACKNOWLEDGEMENT FORM

By signing below, Respondent acknowledges that...

- Respondent has received all addenda associated with this Request for Proposal:

_____ADDENDUM # 1 _____ADDENDUM # 2 _____ADDENDUM # 3 _____ADDENDUM # 4
 _____ADDENDUM # 5 _____ADDENDUM # 6 _____ADDENDUM # 7 _____ADDENDUM # 8
 _____ADDENDUM # 9 _____ADDENDUM # 10 _____ADDENDUM # 11 _____ADDENDUM #12

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL