

Bid No. 2021-E
Residential, Commercial, and Industrial Solid Waste Services

Addendum 1
Q&A

1. What is the current rate you are being charged?
 - a. **Residential Curbside Service is \$8.84 per month, \$26.52 per quarter.**
2. Is this bid just for the unincorporated areas of the county or the whole County?
 - a. **Unincorporated areas and the Town of Fort White.**
3. If the County does not accept recyclables, is there a preferred or recommended recovery site by the county?
 - a. **No, it is at the discretion of the hauler to determine where to take for processing.**
4. Are automated side load trucks acceptable for residential pick up?
 - a. **It is at the discretion of the hauler. The hauler would still have to take the can from the driveway to the automation lift for dumping. Cans are not placed right on the curb, they are placed back off the road so that they don't impede on traffic or get sucked into the road on the major state roads (US90, SR47, SR247, SR27, US441, US41) etc.**
5. When would the contract start and how long is the contract term?
 - a. **Start date is 10/01/2021, 5 years.**
6. Could the County provide tonnage reports, by day and by truck identification or load identification for the entire 2019 & 2020, for each waste stream that is tracked (Garbage, Yard Waste, Commercial, and Industrial)?
 - a. **Please see attached.**
7. Could the County please provide a copy of the current contract, any amendments, and last six months' invoices?
 - a. **Please see attached.**
8. Could the County please provide the most current house count?
 - a. **Please refer to Section VI. Scope of Work of the solicitation documents.**
9. Could the County please provide the current collection routes (daily number of trucks of each size, type, etc.)?
 - a. **7 residential trucks daily – Ranging from 15 yards to 32 yards.**
10. Could the County provide a map or the data of the existing residential collection days and customers? This will allow for minimal day changes on the proposed collection maps that need to be provided.
 - a. **No.**
11. Could the County please provide the recent history of any Liquidated Damages on a monthly and or an annual total?
 - a. **There are none.**
12. Could the County please provide a list with the commercial and industrial customers that include, number of dumpsters/roll offs, container size and collection frequency for each customer?
 - a. **Please see attached.**

13. Are the prices proposed able to be adjusted annually during the length of the contract?
 - a. **No. The prices proposed by the hauler are for the full term of the contract.**
14. Is the incumbent currently collecting recyclable material pickup, yard trash or bulk yard debris?
 - a. **There is no recyclable material pickup; yard trash may be mixed in with residential garbage only in small amounts; bulk yard debris has a pickup independent of residential waste.**
15. The residential pricing forms (Attachment A) request prices for regular residents and for each optional service (backdoor resident, second pickup, etc.). Given that some of the optional services are customer specific and not system-wide, what will the County use to calculate the total extended cost to determine the lowest bidder? Will it calculate the total extended cost of all items, or only using the extended price of the regular resident? For example, according to the RFP there are only 8 backdoor residential customers. However, on the Attachment A "BID FORM", the cost to provide backdoor services to a resident, is multiplied by the 22,236 residents of the County. These optional services can alter the overall extended cost of each company.
 - a. **The County will determine by reviewing all information provided in submissions.**
16. The County is looking for an alternate in which the contractor will provide a 90 gallon cart to each resident. Is the County expecting just 1 cart per resident in order to collect all material together? Or 1 cart for each material (solid waste, recycling and yard trash)?
 - a. **1 cart per resident in order to collect all material together - so long as the yard trash is in small amounts. Otherwise, the Bulk Yard Trash would come into play and that would be at a cost to be paid by the resident directly to the hauler.**
17. Can you please confirm the County will be paying the residential solid waste tipping fees?
 - a. **Yes.**
18. Is there currently any facility within the County that accepts recycling either single-stream or dual-stream? If so, how much is the processing fee? Who will be responsible for the payment of the processing fee?
 - a. **No, it is at the discretion of the hauler to determine where to take for processing.**
19. Is there currently any facility within the County that accepts yard trash? The Winfield Solid Waste Facility If so, how much is the processing fee?
 - a. **WSWF accepts yard trash at \$37.00 per ton.**
20. Who will be responsible for the payment of the processing fee?
 - a. **Bulk yard waste is paid by the resident directly to the hauler. The Hauler then is responsible for payment to WSWF.**
21. On page 12 of the bid specs it states "The Contractor would be expected to assume these clients as existing contracts expire." Are all commercial and industrial solid waste customer contracts expected to expire at the start of this new bid? Or could the incumbent continue to provide collection of those customers through the contracted date?
 - a. **All commercial and industrial solid waste customers contract with hauler would begin on 10/01/2021.**
22. Can small commercial establishments receiving cart services be collected with the residential routes?

- a. No, they have to be picked up with a separate truck.**
23. Would the County consider the request that all Commercial Containers (Front Load & roll-off) be new? This would ensure all Commercial customers receive the same quality of service.
- a. Yes.**
24. Does the County have a detailed franchise fee report? Could it provide the last three months?
- a. Please see attached.**
25. Do the existing 8 backdoor pickups throughout the County pay for this service? Or is this service provided without fee as long as the resident can verify no able bodied person under the age of 75 lives on the premises?
- a. If a resident is eligible and elects to receive backdoor pickup, the resident pays for it direct to the hauler.**
26. Can the County please provide the number of Semi Annual Cleanup Events carried out in 2019 and 2020?
- a. None. In lieu of the Semi Annual Cleanup Events, the hauler provides cans for other County events periodically.**
27. Pg 2, Section I General Instructions, 1f: Will the County please explain in more detail what information they are looking for to fulfill this criteria?
- a. These items are as listed in the bid documents and are general instructions to the overall solicitation.**
28. Under past contracts with the County that include roll-off services in the franchise, the County has still allowed other roll-off haulers to do business within the County. If the County chooses the option that includes roll-off business in the contract, will the County enforce the contract going forward?
- a. The County has a solid waste ordinance in place.**
29. Pg 4, #28 & #29: Does the County intend on awarding the entire contract (either all of Option 1 or all of Option 2) to one hauler, or each service category to multiple haulers (residential, commercial, roll-off)?
- a. The contract will be awarded to one hauler.**
30. Pg 5, #35: Will the County consider removing this paragraph from the RFP? There is a significant capital investment that will be made by the contractor, especially with the cart option that is being asked for by the County. There are other sections in the RFP and contract that address termination of contract, but allow for an option to cure issues by the contractor in a specific amount of time.
- a. These are general instructions to the overall solicitation.**
31. Under the current contract, recycling services are not offered. In the new contract, who will be providing the recycling containers and what facility will the contractor be allowed to take the material to?
- a. County supplied recycling containers in the past. The closest recycling facility is in Gainesville or Jacksonville- discretion is up to the hauler.**
32. Pg 9 Section IV: Will the County please explain in more detail what the intention is of the first sentence: "Pricing for the solicitation is per ton or per load whichever is most advantageous to the County and is inclusive and based on current fuel prices."

- a. Please see the following changes to Section IV. Fuel Surcharge/Rebate, Page 9 of 31:
- Original language: "Pricing for the solicitation is per ton or per load whichever is most advantageous to the County and is inclusive and based on current fuel prices."
 - Amended language: "Pricing for the solicitation is inclusive and based on current fuel prices."
33. Pg 9 Section IV: Will the County consider using the Lower Atlantic EIA index for the benchmark for cost of fuel? It is a more accurate index, and reflects diesel pricing, which is what most haulers use. ?
- a. **No.**
34. Pg 9 Section V: On page 13, the County is asking for the certified financial statement of the bidder. This is a lengthy document, and will put our proposal over the 50 page limit stated in Section V page 9. Can this limit be increased?
- a. **The entire submission may exceed the fifty (50) page limit.**
35. Pg 10 Tab D: For clarification, is the County only looking for information on comparable contracts in scope and size to Columbia County? Can this list be limited to no more than 3 contracts, as listing all our contracts is extensive.
- a. **Please provide a list of contracts of similar size and scope in relation to Columbia County for the past five (5) calendar years only.**
36. Pg 12: Currently there is no semi-annual cleanup in the existing contract. How many roll-offs does the County intend to be at each site?
- a. **Please refer to Section 5.8, page 8 of 36 of the contract.**
37. Pg 15, #8: Will the County consider adding "pandemic" to this list?
- a. **No.**
38. Pg 16 Section IX Term, second sentence: Can written notice be given by either the contractor or the County?
- a. **Yes.**
39. Pg 19 "Failure or neglect to collect refuse from any premises within 24 hours from scheduled date": Is this from the date scheduled or from the time notified of the missed pick up?
- a. **24 hours from notification of the missed pick up.**
40. Attachment A: Will the second pickup be mandatory for all residents? It is not mandatory currently under the current contract. Is backdoor service optional for all residents? Under the current contract it is only provided for medical reasons approved by the County. Will recycling services be mandatory for all residents? Does bulk yard debris services and pricing apply to all residents or will it be an optional service?
- a. **No, second pick up is not mandatory. It is at the discretion of the resident.**
 - b. **Backdoor service is not optional for all residents. It is for those residential customers that elect to or are entitled to receive it. Please refer to Section IX. A. 6. a. 2), page 17 or 36 of the contract.**
 - c. **If the option is selected, then recycling services will be mandatory. However, the resident may choose not to participate.**
 - d. **Bulk yard debris is an optional service to the resident.**

41. Will the County require the contractor to have a facility located in Columbia County?
a. Yes.
42. Who retains ownership of the carts at the end of the contract?
a. If carts are provided by the hauler, then the hauler will retain ownership of the cart at the end of the contract.
43. Will the County consider a CPI clause and/or an “unusual cost of doing business” clause in this contract?
a. No. The prices proposed by the hauler are for the full term of the contract.
44. Our experience in Columbia County has demonstrated that the County contains a significant amount of rural areas and roads that require smaller trucks to navigate. Will this contract still include those roads that a full size truck cannot drive on?
a. The service shall be provided on all passable public county roads and authorized privately maintained roads.
45. Currently the County does the residential billing, the hauler bills for commercial and industrial, and this is the same for disposal. Is this the County’s intention for the new contract?
a. Yes.
46. How is recycling to be sorted?
a. It is at the discretion of the hauler.
47. The County is asking prospective bidders to bid two (2) options. Is the County’s current collection contract option one (1) or option (2)?
a. The current contract reflects Option 2 without carts.
48. Question(s) deadline for this submittal is May 17th. Bidders will need time to prepare submittals based on the answers provided by the County or released addendum(s). With a submittal due date of June 2nd, it could be very challenging to ensure completeness. Will the County please consider extending the submittal due date?
a. No.
49. Will the County please provide the current rates for all solid waste services?
a. Please see attached.
50. What is the County’s current residential curbside collection program?
a. Please see attached.
51. Do the current commercial and industrial rates contain the 12% franchise fee?
a. Yes.
52. Is it required for bidders to include the 12% franchise fee within the commercial and industrial billing?
a. Yes.
53. Section VI, Scope of work. Is the County asking for bidders to collect residential recyclable commodities at the curb? If yes, does the County have a recycling facility for processing? If so, will the County please provide the facility address?
a. Yes, it is at the discretion of the hauler to determine where to take for processing.

54. As a follow up, what type of curbside recycling program is the County looking for? Single stream or dual stream?
- a. **It is at the discretion of the hauler to determine where to take for processing.**
55. As a follow up, what type of recycling container(s) is the County looking for? 65-gallon Carts or 18-gallon recycling bins?
- a. **18-gallon recycling bins.**
56. Page 3, item #20. Does this section imply that all equipment used to service the County shall be brand new?
- a. **No, these are general instructions. Please refer to Section VIII. 3. on page 14 of 31 of the solicitation documents.**
57. Section I item #35. Will the County please consider deleting “without” cause? Cancelling a contract “without” cause could create a substantial financial liability to the Contractor due to the initial capital outlay with this project.
- a. **No.**
58. Section VII, item d. GFL Solid Waste Southeast has numerous contracts throughout the State of Florida. Will the County please consider limiting this section to five (5) communities?
- a. **Please provide a list of contracts of similar size and scope in relation to Columbia County for the past five (5) calendar years only.**
59. Section VIII, Operation item 5. If Contractor provides an 1-800 telephone number which is answered by a live person 24hrs a day, will the County consider removing the requirement of maintaining an office within Columbia County?
- a. **No.**
60. Will the County please provide the following information? Complete residential address list.
- a. **No.**
61. Complete commercial address list to include size of container, weekly collection frequency, and number of containers located at each site.
- a. **Addresses not provided. Please see attached.**
62. Complete address list of the commercial customers utilizing cart service.
- a. **No. It is estimated to be 97-100 customers.**
63. Complete address list of the industrial customers utilizing compactors and open top containers.
- a. **Addressed not provided. Please see attached.**
64. Will the County please provide the last 12 months of liquidated damages?
- a. **There are none.**
65. Is the collection of solid waste, yard waste, and bulk combined to be collected together?
- a. **Collect all material together - so long as the yard trash is in small amounts. Otherwise, the Bulk Yard Trash would come into play and that would be at a cost to be paid by the resident directly to the hauler.**
66. Is curbside recycling collection currently being provided to county residents?

- a. **No.**
67. Does the county intend to provide curbside recycling under this RFP?
- a. **At the County's discretion.**
68. Is there no provision for annual CPI adjustments? If not, what provisions are there to address unforeseen increases in contractors cost of doing business?
- a. **No. The prices proposed by the hauler are for the full term of the contract.**
69. What provisions are currently in place to provide residential service on days in which the Winfield landfill is closed for holidays?
- a. **Collection on these days will be made up with collection falling one-day later. Example: Monday May 31, 2021 – Memorial Day will be collected on Tuesday, June 1st. Tuesday's collection will be on Wednesday the 2nd, and Wednesday's collection will be on Thursday the 3rd, and Thursday's collection will be on Friday the 4th, and Friday's collection will be on Saturday the 5th.**
70. How will the county weight the criteria used in determining the low responsible bidder? Since price is not included how will price be factored into the evaluation process?
- a. **Pricing is included. The County will determine by reviewing all information provided in submissions.**
71. When is the anticipated contract award date?
- a. **Estimated to be approx. 60 days before start of Contract on 10/1/2021.**
72. Item 28 indicates the option to award each bid item separately. Can the county clarify their intent to award residential and commercially separately?
- a. **The County's intent is to award to one contractor.**
73. Are there multi-family units within this Contract? If so, please answer below:
- a. Current weekly level of service?
- **Once per week.**
- b. How are they collected? Curbside or with front load dumpsters?
- **Front Load Containers.**
- c. Do they receive yard waste collection?
- **It is co-mingled in the Front Load Container with MSW Waste.**
74. Due to the short turnaround, will the County consider moving the start date six months after award instead of October 1?
- a. **No.**
75. Who is the current hauler and what is the current rate?
- a. **Waste Pro. Please see attached.**
76. Can the County share the commercial customer list with service levels and container sizes?
- a. **Please see attached.**
77. Would the County consider extending the first term to 7 years instead of 5 and then the renewal a one 3 year term?
- a. **No.**
78. Is the renewal term bilateral?

- a. **Please refer to Section IX of the solicitation documents.**
79. Does the current service level require separate collections for yard waste and garbage?
- a. **Yes. Collect all material together - so long as the yard trash is in small amounts. Otherwise, the Bulk Yard Trash would come into play and that would be at a cost to be paid by the resident directly to the hauler.**
80. What is the fleet age requirement?
- a. **No more than a few years old. Please refer to Section VIII, 3 of the solicitation documents.**
81. Will the county extend the contract start date?
- a. **No.**
82. Is the bid for all services or will residential services and commercial services be awarded separately?
- a. **No. County intends to award the contract to one hauler.**
83. Will the County provide boundary maps for the current residential services?
- a. **No.**
84. Will the county provide a list/map of the industrial accounts?
- a. **No.**
85. Will the county provide a list/map of all the commercial accounts governmental and private business accounts?
- a. **No.**
86. Are disposal fees to be factored into the residential rate or is disposal paid by the county?
- a. **Please refer to Section VI, Residential Solid Waste Disposal, page 11 of 31 of the solicitation documents.**
87. Is the City of Lake city to be serviced by this contact?
- a. **No.**
88. Where is the disposal site for this contract? Is Winfield to be used exclusively?
- a. **The Winfield Solid Waste Facility is the exclusive disposal site.**
89. How does the county expect the contractor to service loose leave? Will the county consider requiring all yard waste/leaves to be bagged or placed in a garbage container?
- a. **All waste is to be bagged or containerized.**
90. Please confirm that Class 3 waste is not to be collected curbside. Asbestos is not safely serviced at the curbside and requires special hauling and disposal.
- a. **Class III waste will not be collected curbside with residential trucks. Bulk yard debris is defined as Class III waste and is to be collected with separate trucks and disposed of in Class III.**
91. Please confirm: Republic understands the scope of work does not require industrial waste, C&D, soil and rocks, industrial equipment etc. and items not listed in section 6 are not to be serviced at the curb. Only curbside services include yard waste.
- a. **Yes.**
92. Is there a yardage cap for yard waste services i.e. 2yd or 4yd cap or is yard waste an unlimited amount?
- a. **All residential waste is collected together - so long as the yard trash is in small amounts. Otherwise, the Bulk Yard Trash would come into play and that would be at a cost to be paid by the resident directly to the hauler.**

93. Is the county requiring once a week recycling services? If so, what type of recycling services are being provided 18-gallon bins or carted services? What recycling facilities are available for processing of single stream or dual stream recycling?
- a. **18-gallon bins. It is at the discretion of the hauler to determine where to take for processing.**
94. Is the county or the contractor responsible for paying recycle processing fees? Are the processing fees to be factored into the residential rate?
- a. **These are separate from the residential rate. Recycling fees should be calculated into the monthly cost charged to the customer. Please refer to Attachment A of the solicitation documents. It is at the discretion of the hauler to determine where to take for processing.**
95. Is MSW and yard waste to be comingled and serviced together?
- a. **All residential waste is collected together - so long as the yard trash is in small amounts. Otherwise, the Bulk Yard Trash would come into play and that would be at a cost to be paid by the resident directly to the hauler.**
96. What is the estimated annual tonnage of yard waste collected?
- a. **Approximately 47 tons annually.**
97. What is the estimated annual tonnage of curbside recyclables collected?
- a. **None.**
98. Are there tipping fees associated with disposing of residential material?
- a. **Please refer to Section VI, Residential Solid Waste Disposal, page 11 of 31 of the solicitation documents.**
99. Is the residential waste, yard waste, and bulky items to be disposed of at the Winfield Solid Waste Facility?
- a. **The Winfield Solid Waste Facility is the exclusive disposal site.**
100. Is there a franchise fee for the residential rate? Yes or no?
- a. **No, not for residential rate. Please refer to Section VI. Commercial and Industrial Solid Waste for franchise fee information.**
101. Please provide a breakdown/map of all the premises to be serviced in Columbia County.
- a. **No.**
102. Does the Contract bill the county a summary bill for residential services monthly or quarterly?
- a. **Quarterly.**
103. Does the contractor have the option or opportunity to not service a large generator of roll off container services i.e. servicing items that are out of spec and would be better serviced by a dump truck?
- a. **No.**
104. Please clarify services are being provided to the two incorporated municipalities within Columbia County-Lake City and Fort White.
- a. **The Town of Fort White is serviced. The City of Lake City is not serviced.**
105. Is the contractor to bill the county for all residential services (summary billing) or are there subscription services to be provided and customers are billed directly? Does the summary billing include the incorporated municipalities?

- a. **Contractor is to bill the county for all residential services.**
- 106. Do 90-gallon carts become County owned at the end of the contract?
 - a. **If carts are provided by the hauler, then the hauler will retain ownership of the cart at the end of the contract.**
- 107. Will the County please add the term “pandemic” to the force majeure language.
 - a. **No.**
- 108. Is the residential hauler responsible for servicing storm generated debris or does the county have a separate emergency storm debris contract?
 - a. **Please refer to Section VIII, 7. of the solicitation documents. The County has a Disaster Debris Removal and Disposal Services contract.**
- 109. What is the annual household growth rate?
 - a. **Unknown.**
- 110. What type of annual price increase index does the county utilize? Please add contract language allowing for an annual price increase using the Federal Bureau of Labor Statistics CPI index: Water, Sewer, Trash Index or the Garbage and Trash Index.
 - a. **None. The prices proposed by the hauler are for the full term of the contract.**
- 111. Please provide a list/map of backdoor services locations.
 - a. **No. These will be provided to the awarded contractor.**
- 112. Please reform the price sheets as they are ambiguous. Please clarify options as price sheets do not align with the specifications of the contract. For example, there is a recycling option-what type of recycling option needs priced single stream or dual stream, cart or bins required?
 - a. **18-gallon bins. It is at the discretion of the hauler to determine where to take for processing.**
- 113. “Unacceptable Waste” means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
 - a. **These items cannot be disposed of at the Winfield Solid Waste Facility.**
- 114. Can we add the following to the definitions of “Solid Waste”, “Commercial Solid Waste” and “Industrial Solid Waste” and “Recyclable Materials”: “Unacceptable Waste is not included.”
 - a. **Definitions provided in Section II of the solicitation documents.**
- 115. Would the County want us to include a list of “acceptable recyclable materials” with our bid?
 - a. **You may do so.**
- 116. Would we have the ability to modify the list of acceptable recyclable materials during the term if market conditions require?
 - a. **Yes with proper notice to the customer.**
- 117. White Goods – the definition does not address whether CFCs are to be removed before collection.
 - a. **They are not required to be removed before collection.**

118. Franchise Fee. The franchise fee percentage does not include sales tax or fees we may charge to customers. Would the County consider adding the following language? “Notwithstanding the terms of this Agreement or any other understanding between the parties, Contractor’s Franchise Fee obligations shall extend only to those revenues received and retained by Contractor as its rates or fees for servicing customers, as such rates or fees may be increased from time to time. To the extent Contractor imposes any surcharges on customers, including but not limited to surcharges made for the purpose of satisfying (i) Contractor’s own Franchise Fee obligations to the County or (ii) Contractor’s sales tax obligations [or (iii) the Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee, or any other separately stated fee, to the extent applicable, the monies received by Successful bidder as a result of such surcharge(s) shall not be subject to the Franchise Fee and the County shall not be entitled to receive as part of its Franchise Fee any portion or percentage of such monies.”
- a. **Please refer to Section VI, Commercial and Industrial Solid Waste. The franchise fee is collected from the total revenues associated with all commercial and industrial billing.**

Will the following be added to the final agreement:

119. Protection of Property. “The Contractor shall not be responsible for any damage to the pavement, curbing or other driving surfaces resulting from the weight of vehicles used in providing the services, except for damage caused by the negligence or willful misconduct of Contractor.”
- a. **Upon selection of the successful bidder, the County may consider the renegotiation of any terms not material to the bid process.**
120. Right of Refusal. “Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the County and the County shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The County shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Unacceptable Waste. Subject to the County providing reasonable assistance to Contractor as set forth herein, Contractor shall release the County from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to the County.”
- a. **Upon selection of the successful bidder, the County may consider the renegotiation of any terms not material to the bid process.**
121. Equipment. Any equipment Contractor furnishes shall remain Contractor’s property. The County shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor’s handling of the

equipment). The County shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The County shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the County's failure to provide access."

a. **Upon selection of the successful bidder, the County may consider the renegotiation of any terms not material to the bid process.**

122. Force Majeure. "Except for County's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter.

a. **Upon selection of the successful bidder, the County may consider the renegotiation of any terms not material to the bid process.**

123. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Contractor and the County shall negotiate the additional payment to be made to Contractor. Further, the County shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials."

a. **Upon selection of the successful bidder, the County may consider the renegotiation of any terms not material to the bid process.**