

INVITATION TO BID
ITB 25-57-MM
ANNUAL PROCESSING AND BENEFICIAL
RECYCLING/COMPOSTING OF VEGETATIVE WASTE FOR
ALACHUA COUNTY AND THE CITY OF GAINESVILLE

Alachua County, Florida
County Administration Building
Gainesville, FL 32601

RELEASE DATE: April 3, 2024

DEADLINE FOR QUESTIONS: May 5, 2024

RESPONSE DEADLINE: May 22, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/alachuacounty>

Alachua County, Florida
INVITATION TO BID

Annual Processing and Beneficial Recycling/Composting of Vegetative
Waste for Alachua County and the City of Gainesville

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A - Volume_to_weight_conversion_factors_memorandum

1. Introduction

1.1. Summary

Alachua County Board of County Commissioners are requesting the submission of Bids for ITB 25-57-MM Annual Processing and Beneficial Recycling/Composting of Vegetative Waste for Alachua County and the City of Gainesville.

The following apply to this Invitation to Bid (ITB): [Introduction](#), [Instruction to Bidders](#), [Terms and Conditions](#), [Insurance](#), [Scope of Services](#), [Sample Agreement](#), [Attachments](#), [Submittals](#), and [ITB Pricing Form](#). Specifications and supplementary documents are essential parts of the ITB and requirements occurring in one are as binding as though occurring in all.

Services, as defined herein, are to include all labor, materials, supplies and equipment in accordance with the terms, conditions, and specifications set forth within this solicitation.

Bidder must be qualified and fully capable of performing the required Services while adhering to all laws, specifications, procedures, protocols, applicable guidance, and industry best practices.

Alachua County and the City of Gainesville intend to contract for the environmentally safe processing and beneficial recycling/composting of vegetative waste collected by the County, City, and their contracted waste haulers. This vegetative waste is collected primarily through the County and City's curbside waste collection programs. Some material may be direct hauled by Alachua County or the City of Gainesville.

1.2. Background

Location: Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

Form of Government: Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

1.3. Contact Information

Mandy Mullins

Procurement Agent I

Email: mmmullins@alachuacounty.us

Phone: [\(352\) 384-3090](tel:(352)384-3090)

Department:

Solid Waste & Resource Recovery

Invitation To Bid #ITB 25-57-MM

Title: Annual Processing and Beneficial Recycling/Composting of Vegetative Waste for Alachua County and the City of Gainesville

1.4. Timeline

Solicitation Release Date	April 3, 2024
Question Submission Deadline	May 5, 2024, 12:00am
Solicitation Submission Deadline	May 22, 2024, 2:00pm

<p>Solicitation Opening – Teams Meeting</p>	<p>May 22, 2024, 2:00pm</p> <p>The scheduled solicitation opening will occur via Teams Meeting; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.</p> <p>Join Microsoft Teams meeting Join on your computer, mobile app or room device:</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTQyYzk5YzMtZDc4ZS00N2lxLTljMWUtMjAwNTQwN2NjNTNi%40thread.v2/0?context=%7b%22Tid%22%3a%2290fc851d-766d-4d7b-a09c-bfbf1d2dac94%22%2c%22Oid%22%3a%22c82ab8e7-6ee1-4cd5-9191-4aa322a1828f%22%7d</p> <p>Meeting ID: 259 625 692 241 Passcode: yX9G3Q Or call in (audio only) +1 469-998-7938,,366862554# United States, Dallas Phone Conference ID: 366 862 554#</p> <p>If you have a disability and need an accommodation in order to participate, please contact the Alachua County ADA Coordinator at ADA@alachuacounty.us or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. If you are unable to notify the Office prior to the event, please inform an Alachua County employee that you need assistance. TDD/TTY users, please call 711 (Florida Relay Service)</p>
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2. Instruction to Bidders

2.1. Definitions

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

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida.

BID PRICE: The amount bid submitted on the prescribed forms by the Bidder setting forth the prices for the services to be performed.

BIDDER: Any person, vendor, firm, consultant, entity, or corporation submitting a bid for the goods and/or services contemplated herein, or a duly authorized representative.

AGREEMENT: The written agreement between the County and the awarded Bidder resulting from this solicitation, which is approved by the Board, or its designee, along with the bid submitted by the Bidder and all documents identified in this ITB document, its exhibits and any addenda and other Contract Documents.

CONTRACT DOCUMENTS: The ITB, Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Agreement and Modifications.

CONTRACTOR: Any person, firm, consultant, entity or corporation, with whom the County has executed an agreement for the performance of the services.

DIRECTOR: The duly authorized representative of the utilizing Alachua County Department or Office or of the Alachua County Library District

ITB: Invitation to Bid

RESPONSIBLE AGENT: The duly authorized representative of the County during the term period and the Bidder's authorized representative.

SPECIFICATIONS: The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under the agreement. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

SERVICES: To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

2.2. Submission of ITB

The County posts and distributes information pertaining to its procurement solicitations on the County [Public Portal](#). In order to submit a ITB response to this solicitation the Bidder must be registered with the County's [Public Portal](#).

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the Bidder and shall not be chargeable in any manner to the County.

The bid response, containing all required documents, must be received by the Alachua County Procurement Department by 2:00 pm EST on Wednesday, May 22, 2024. The Bidder's submittal must be completed in the [Public Portal](#) prior to the 2:00 pm EST deadline. **THE COUNTY and the PUBLIC PORTAL PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.**

Any required uploaded documents should be done in "portable document format" (PDF) format and be labeled correctly, unless the solicitation states otherwise. The PDF document should be titled with Bidder's name, bid number, and if the response is submitted in parts, include "Part # of x".

Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct. Additional pricing information cannot be added. All or None bids will not be considered unless specifically requested in the ITB.

The Bidders must state a definite time for delivery of supplies or performance of the Services.

The Bidder should retain a copy of all Contract Documents for future reference.

All bids should be submitted with the Bidder's name and by an officer or an authorized representative of the entity who has authority to bind the company or firm.

[2.3. Withdrawal of Invitation to Bid.](#)

The submittal of a ITB by a Bidder will be considered by the County as constituting an offer by the Bidder to perform the required Services at the stated pricing rates or schedule. Modifications to or withdrawal of a Bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the [Public Portal](#) in order to be recognized by the County. Any Bidder may withdraw their Bid, either personally, electronically, or written request, at any time prior to the scheduled closing time for receipt of Bids. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the County adequate time to award the Contract/PO for the services or product specified in this solicitation. Additional pricing information cannot be added.

[2.4. Addenda and Notices - Question and Answers](#)

No interpretation of the bid will be made to any interested Bidder orally. Any request from a Bidder for interpretation about this ITB, its attachments or its related documents must be made in writing, via the question and answer tab. Any interpretation to a Bidder will be made only by addendum; duly issued, and a copy of such addendum will be posted to the [Public Portal](#). Oral answers will not be authoritative. Addenda, questions, and answers so issued shall become part of this ITB.

Addenda Notification: Bidders are required to register for an account via the County's e-Procurement [Public Portal](#). Once Bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. It is sole responsibility of each Bidder to periodically check the site for any addenda and further notices issued at <https://secure.procurenow.com/portal/alachuacounty>. Failure to receive or review an addenda or notice by the Bidder is not the fault of the County or County staff.

2.5. [Acceptance/Rejection of ITB](#)

The County reserves the right to reject any bid which may be considered incomplete, unbalanced, show serious omission, unauthorized alteration of form, unauthorized alternate bids, or contain irregularities of any kind.

The County reserves the right to accept or reject any or all Bids in whole or in part, with or without cause, to waive technicalities, or to accept bids or portions thereof which, in the County's judgment, best serve the interests of the County. Additionally, the County reserves the right to award an agreement to a different bidder if a selected Bidder does not execute an Agreement within thirty (30) days after the award to that Bidder of the ITB. The County may allow alterations, modifications, or revisions to individual elements of the successful bid at any time during the term of the Agreement which results from this ITB.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Bidder is unavailable during the initial thirty-day (30) period.

2.6. [Electronic Signatures](#)

An electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. An Electronic Submittal may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery and submission of a bid or any other associated document bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by e-mail in PDF format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

2.7. [Confidential Information](#)

Responses to this ITB received by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is exempt from public records disclosure because it constitutes a trade secret or proprietary confidential business information under Florida Law, or is otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in in the [Submittals](#) section, clearly identified as "PUBLIC RECORDS EXEMPT". Furthermore, you must complete all of the Proprietary Information subsection found in the [Submittals](#) section.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your ITB as "Public Records Exempt", you agree to defend and hold harmless the County and its commissioners, officers, and employees from any claims, judgments, damages, costs, and attorneys' fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging the designation.

2.8. Small Business Enterprise (SBE) Program Participation

- A. SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the ITB opening, **Option 1**.
- B. The SBE Program Participation Form, Submittals section should be completed for your ITB to be considered responsive.
- C. Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.
- D. The County will award a price preference to certified SBE vendor or Bidders that meet the SBE participation goal in its response.
- E. The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.
- F. The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Bidder that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.
- G. SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined
- H. Proposed SBE-Subcontractors Requirements
 - 1. Bidders submitting ITB's under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, Submittals section, **Option 3**.
 - 2. If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, Submittals section, **Option 4**.
- I. Good Faith Effort Requirements:
 - 1. Every competitive ITB, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized Submittals section, **Option 2**. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>
 - 2. The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of Bidder compliance with contractual requirements relating to the use of services

or commodities of a certified SBE's, under Section 22.11-207, Alachua County Procurement Code. The following factors shall be considered in making such determination:

- a. Whether the Bidder contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
 - b. Whether the Bidder negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
 - c. Whether the Bidder selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
- J. The Bidder will be expected to furnish documents substantiating compliance with good faith effort requirements, [Submittals](#) section.

2.9. [Alachua County Government Minimum Wage \(GMW\)](#)

Services solicited through this Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders should consider the cost of compliance, if any, when submitting bids.

The Bidder shall certify via [Submittals](#) section it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors.

2.10. [Drug Free Workplace](#)

Section 287.087, Florida Statutes states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A bidder certifying a drug-free workplace shall complete the [Submittals](#) section.

2.11. [Proposed Subcontractors Non-SBE](#)

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors located in the [Submittals](#) section. No subcontractor shall be employed by the Bidder for the provision of these services without the written approval of the County.

2.12. [Term of Contract and Renewals](#)

The resulting Agreement for the Services with the selected Bidder will be effective for the period beginning on the date of the fully executed Contract. Generally, the term will begin on October 1, 2024 and continue through September 30, 2029. The County has the option to renew this Agreement for one (1) additional five (5) year-periods at the same terms and conditions outlined in the Agreement.

The vendor may choose not to renew with the County provided we have written notice ninety (90) days prior to our fiscal year starting in October 1st for each term renewal.

An Agreement as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County at any time during the Agreement term.

2.13. Estimated Quantities

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the County that these quantities shall be purchased. The quantities shown are the Bidders' information only, and the County shall be bound only for actual quantities ordered.

2.14. F. O. B. Destination - Performance Time

Unless otherwise specified in the ITB, all prices offered by the Bidder must be F.O.B. Destination, inside delivery, with all delivery costs included in the bid price. Specific destination is indicated in the ITB. Failure to do so may cause rejection of the bid.

All material and parts shall be quoted F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the ITB. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the Agreement and may be considered in the evaluation of future bids received by the County from the Bidder.

2.15. Qualification of Bidders

- **Consideration:** Bids will be considered only from individuals and entities that normally engaged in providing and performing Services specified herein. Bidders shall be required to show that they have had experience in providing Services the same or similar nature and that the Bidder has been in formal existence and engaged in similar type Services for not less than five (5) years.
- **General:** Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to provide the Services to the County.
- **Bidder's Information:** The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Bidders are required to complete and answer all the Bidder Questionnaire questions located in the [Submittals](#) section.
- **Performance:** The County will determine whether there is evidence of Bidder's ability to perform the Services satisfactory and the County reserves the right to reject bids where evidence submitted, or investigation and evaluation by County staff indicates inability of the Bidder to perform the Services.

2.16. Consideration of ITB and Award of Contract

The award of the contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

If the contract is awarded, the County will accept the bid and award the contract to the successful Bidder(s) within one hundred twenty days (120) days after the opening of the ITB by written notice to the successful Bidder(s). Additional days may be added upon mutual written agreement between the County and the successful Bidder.

The County reserves the right to reject any or all bids and to waive informalities, or to accept any bids or combination of bids which, in the County's judgment, will best serve its interest.

The County reserves the right to award solicitation to more than one (1) Bidder as determined to be in the best interest of the County.

2.17. Variations of Specifications

No alternative bids specification shall be submitted unless specifically requested in the "Invitation to Bid" document.

2.18. Acceptance of the ITB

The signed ITB shall be considered an offer on the part of the Bidder. Such offer shall be deemed acceptable upon completion of all steps in the procurement process and execution of a Contract by the County.

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the County. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the County is found to be defective or does not conform to specification, the County reserves the right to cancel the order upon notice to the Bidder and return product to Bidder at the Bidder's expense. The County shall not be liable for payment for any portion thereof.

2.19. Delivery

Time is of the essence in the filling of this order. No delays in shipment and material or rendition of Services will be permitted except as authorized by the County in writing. Please notify the County at once of any anticipated delays. Excessive or unusual transportation charges caused by the Bidder's inability to deliver by specified date and in specified quantities shall be charged to the Bidder. Right is reserved by the County to cancel an order or any part thereof if the foregoing is not complied with. In the event of cancellation, the County may procure similar articles or Services elsewhere or secure the manufacture and delivery of the articles or Services by purchase order or otherwise, and Bidder shall be liable to the County for the difference and any excess costs.

2.20. Examination of Property

Before submitting the ITB, it shall be the Bidder's responsibility to visit the site of the proposed Services and familiarize the Bidder with the nature and extent of the Services and any local conditions, either surface or subsurface, that may in any way affect the Services to be done and the equipment, materials and labor required.

The Bidder is also required to carefully examine the Specifications and Contract Documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the Services to be performed under the Agreement. Failure to do so will not relieve the Bidder of complete performance under the Agreement.

2.21. Manufacturer's Certification

The County reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of Agreement for which the Bidder must bear full liability.

2.22. Right to Protest

Protests and appeals of solicitations and awards by a Bidder will be by the method provided in the Alachua County Procurement Code <https://alachuacounty.us/depts/procurement/pages/procurementmanual.aspx>. The term "Bidder" for this part includes any person or entity that responds to any type of solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a person or entity that submits a proposal in response to an ITB.

2.23. Responsible Agent

The Bidder shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the Bidder, see [Submittals](#) section.

The Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Bidder.

2.24. Corporate Resolution

A business entity is able to engage in business in its own name, entering into contracts, deeds and other legal documents, just like an individual. The board of directors can name the officers with authority to sign those documents in its bylaws or corporate resolutions. These officers named have the express, actual authority to legally bind the entity to the documents they sign. That is, any document they sign is considered to be signed by the entity itself. A Bidder certifying a corporate resolution shall complete the [Submittals](#) section.

3. Terms and Conditions

3.1. Non-Warranty of Specifications

Due care and diligence have been used in preparing the Specifications, The County does not guarantee that the conditions described within the Specifications are the conditions that will be found in the field when the actual Services are commenced. The County shall not be responsible for any error or omission in the Specifications, nor for the failure on the part of the Bidders to determine the full extent of the request. It is the sole responsibility of the Bidder to ensure that they have all information necessary for the submittal of bids.

3.2. Request for Clarification

The County reserves the right to request clarification of information submitted and to request additional information of one or more Bidder, either orally or in writing.

3.3. U.S. Department of Homeland Security E-Verify System

Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

3.4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime 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 submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.5. Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or reply on a contract to provide any goods or services to a public entity; may not submit a bid 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 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.

3.6. Vendor Eligibility

An bidder, entity or affiliate who has been placed on any of the list's below may not respond to solicitation.

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

3.7. Workplace Violence

Employees of Bidder are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

3.8. Governing Law

This solicitation, its terms and conditions, and the resulting Agreement shall be governed in accordance with the laws of the State of Florida. In the event any related legal action is brought, venue shall be in court of competent jurisdiction in and for Alachua County, Florida.

3.9. Laws, Permits and Regulations

The awarded Bidder shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The Bidder shall comply with all federal, state and local laws, ordinances, rules, regulations and building code requirements applicable to the Services contemplated in the ITB. The contracted Bidder is presumed to be familiar with all federal, state and local laws, ordinances, code, rules and regulations that may in any way affect the Services. Ignorance on the part of the Bidder will in no way relieve it of responsibility.

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register, and be in active status with the Florida Department of State, Division of Corporations at the following web site: <http://www.sunbiz.org/>. Failure to register and be active with the Florida Department of State may result in the bid being determined as non-responsive.

The awarded Bidder must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

3.10. Indemnification

If the Bidder is selected to provide Services for the County, then an Agreement will be entered between the County and the Bidder, and the Bidder as Contractor, shall agree to protect, defend, indemnify, and hold harmless the County and its commissioners, officers, employees and agents (the "County") from and against any and all claims, losses, penalties, damages, costs, charges, liabilities and cause of actions of every kind and character, including attorneys' fees and costs, arising out of or directly or indirectly relating to scope of services and/or the Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statutes, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity. Proposer agrees that indemnification of the County shall extend to any and all Services and work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of the Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

3.11. Default and Termination

The failure of either party to comply with any provision of the Agreement shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County is authorized to provide final termination notice on behalf of the County to the Awarded Bidder.

The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Awarded Bidder prior to the termination date. The Director is authorized to provide written notice of termination on behalf of the County.

If the awarded Bidder is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Awarded Bidder. The County shall be the final authority as to the availability of funds.

3.12. Non Wavier

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

3.13. Independent Contractor

In the performance of the Agreement, the Awarded Bidder will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Awarded Bidder shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Awarded Bidder in the full performance of the Services and the Agreement.

3.14. Interest in Government Contracting

In accordance with F.S. sec. 287.05701, Alachua County, including any members of a selection committee utilized by the County, will not (a) give preference to a vendor based on the vendor's social, political or ideological interests, and (b) request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

3.15. Successors and Assigns

The Awarded Bidder binds its respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of the Agreement, and any assignment or transfer by the Awarded Bidder of its interest in the Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Awarded Bidder, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Awarded Bidder.

3.16. Conflict of Interest

The Bidder certifies that to the best of their knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this ITB.

Bidders are required to complete and answer the Bidder Questionnaire question located in the [Submittals](#) section.

3.17. Collusion

The Bidder, by submitting their bid form, declares that their bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the

same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The Bidder, by submitting their bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

3.18. Purchases by Other Public Agencies

With the consent and agreement of the successful Bidder(s), purchases may be made under the agreement by other governmental agencies or political subdivisions. Such purchases shall be governed by the same pricing, terms and conditions stated herein. The agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

3.19. Accident Prevention

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Bidder's employees shall report to their superintendent any hazardous conditions or items in need of repair noted at or on property owned by or in possession of Alachua County during the performance of Services. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

3.20. Amendments

The Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

3.21. Assignment of Personnel

All personnel assigned to the Services by the Bidder will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

3.22. Examination of Invitation to Bid

Before submitting a bid, it shall be the Awarded Bidders' responsibility to examine thoroughly the ITB or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Agreement. Failure to do so will not relieve the selected Awarded Bidder of complete performance under the Agreement.

4. Insurance

4.1. TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this 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/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY 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 USA 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.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered 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 Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Email certificate to : Solid Waste & Resource Recovery - jklugh@alachuacounty.us

5. Scope of Services

5.1. Intent

Alachua County and the City of Gainesville intend to contract for the environmentally safe processing and beneficial recycling/composting of vegetative waste collected by the County and City and their waste haulers.

5.2. Background

Alachua County and the City of Gainesville provide residential yard trash collection services to households within their designated service areas on a one time per week collection schedule

- A. In addition to the use of contracted haulers, the County routinely hauls vegetative waste materials from its Rural Collection Centers in County owned equipment.
- B. The total amount of vegetative waste collected by the County and City in Fiscal Year 2022-2023 is:
 1. City Curbside Program 8,401 tons
 2. County Curbside Program 7,079 tons
 3. County Collection Centers 600 tons estimated

5.3. Vendor Selection

The County and City reserve the right to enter into agreements with more than one vegetative waste processor. The County and City may also direct materials to County or City owned facilities as needed.

5.4. Permitting

The Contractor will furnish a properly permitted site within Alachua County, all labor, equipment and supervision necessary to receive, weigh, process, recycling and or compost yard trash delivered by Alachua County, the City of Gainesville and their residential waste haulers. The Contractor will provide environmentally safe and legal composting or recycling of all material in accordance with Florida Department of Environmental Protection (FDEP) standards and Chapter 62-709 of the Florida Administrative Code.

5.5. Material to be Processed

Yard Trash material delivered to the Facility will contain de-minimis quantities of other non-yard trash items, and may contain material contained within paper bags. The City and County will put processes in place to ensure that loads delivered to the facility will not exceed five percent (5%) non-organic contamination by weight, excluding dirt, rocks, and sand. Any load with contamination in excess of ten percent (10%) shall be the responsibility of the City, the County, or the appropriate hauler. The Contractor shall have the right to meet with the County or City and the hauler for inspection of a contaminated load on site. Decisions made by the City and County representatives regarding the contamination level by weight shall be final.

- A. The County and City shall have the option, upon inspecting loads with greater than ten percent (10%) contamination, of redirecting the load or removing contaminants from the load.
- B. The Contractor will notify the City or County immediately of any contaminated load for which a meeting with the hauler and the County or City is requested.

5.6. Location of Facility

The Contractor's Facility for receipt of the yard trash delivered by the County, the City or their residential waste haulers shall be located within 20 miles of the intersection of Main Street and University Avenue in the City of Gainesville.

5.7. Approved Processing, Recycling and/or Composting Methods

Alachua County and the City of Gainesville require the recycling and/or composting of the yard waste delivered under this agreement. It is the Contractor's sole responsibility to process, market, sell, deliver, recycle, and/or compost the material. The method selected by the Contractor for the processing, recycling and/or composting shall be defined clearly and approved in advance by the City and County. Mulch production will not be considered as an approved method of recycling or composting.

5.8. Permits, Certificates, Laws, and Ordinances

The Contractor shall, at its own expense, procure and maintain all permits, certificates, and licenses required of it by law, rule, or regulation for the execution of its work. The Contractor shall comply with all laws, ordinances, rules, and regulations relating to the performance of the work.

In addition to registering with FDEP as a composting facility, the contractor shall hold the US Composting Council's Seal of Testing Assurance (STA) certification for their products. Proof of the STA certification shall be included in the contractor's submittal.

5.9. Delivery and Acceptance

To the extent that the County and the City, respectively, control their residentially collected yard trash, they will each direct delivery of all residentially generated yard trash collected by it or its waste hauler to the Contractor's Facility. The Contractor shall accept all yard trash delivered to the facility by the City, County, or their waste haulers.

- A. The County and City reserve the option to increase/decrease quantities of material delivered to the Facility

5.10. Facility Hours

The Facility will be available to the County and City staff, or haulers contracted by the County or City Monday through Friday, 7:00 A.M. to 5:00 P.M., and for holiday weeks where collection occurs on Saturday, Saturday 7:00 A.M. to 5:00 pm. at a minimum. The facility shall be open on any day that there is curbside yard waste collection and or the RCCs are open. The Contractor will provide reasonable, safe, and timely access to the disposal site/facility by City, County, or contracted haulers in clement and inclement weather.

- A. The Contractor will notify the County of unexpected closings of the disposal site/facility 24 hours prior to closing to preclude having to deny access to trucks en route to the site/disposal.
- B. The Contractor will allow County and City staff to inspect facilities and observe disposition of materials at any time during normal work hours.

5.11. [Roadways](#)

The Contractor shall maintain, in good and roadworthy condition, all roadway of ingress and egress located on the Facility site. The roadways shall be free of potholes and debris.

5.12. [Traffic Flow](#)

The Contractor shall maintain and direct traffic into, on and out to the Facility. The Contractor shall control and maintain the flow of incoming material in such a way that no delivery vehicle shall be detained longer than ten (10) minutes. Documented delays will result in the deduction of \$50 per documented occurrence from the monthly invoice.

5.13. [Facility Supervision](#)

The Contractor will provide, at all times, an on-site supervisor who is thoroughly knowledgeable in all aspects of the operation, maintenance and coordination of the proper processing and recycling/composting of vegetative debris.

5.14. [Damages](#)

The Contractor shall be responsible and answerable for damages for any and all loss, damage or injury, together with costs and expenses incidental thereto, including attorney's fees, arising out of or due to the negligence of the Contractor, its agents or employees, in the operation of the Facility.

5.15. [Measurement and Payment](#)

The Contractor's Facility shall be equipped with a platform truck scale certified for commercial transaction by the Florida Department of Agriculture Weights and Measures on which all inbound deliveries by the County and City and their waste haulers will be weighed. Upon approval by the City and County, tare weights may be used for specific residential collection equipment. All equipment with removable boxes require both inbound and outbound weights for each transaction. In the event that scales are not available or functioning, the contractor shall use the EPA volume to weight conversions for uncompacted and compacted mixed yard waste (Attachment A).

5.16. [Recordkeeping](#)

The Contractor shall staff, operate and maintain a scale facility. The Contractor shall keep a daily tally of quantities, by ton, of materials both entering and leaving the Facility, including vehicle numbers, transporter, date, and time of each delivery. The Contractor shall ensure that all vehicles entering or exiting the Facility are weighed. The Contractor shall provide the County and City with all records on a monthly basis, of the total deliveries received, total material received, total material processed, total material recycled and/or composted, and total product shipped.

5.17. Invoices

The Contractor will invoice the County within 10 days following the completion of work performed during the previous calendar month.

5.18. Price Adjustments and/or Changes

During renewal process the County may consider price adjustments. Successful Bidder shall provide to the County a written request. Such requests shall be addressed to the Issuing Office. A minimum ninety-(90)-day advance notice period is required for such requests. Requests for price increases adjustments are subject to the review and approval of the County Procurement Agent.

6. Submittals

6.1. Submittal Confirmation*

As confirmed, the Bidder, hereby declares that it has carefully read and examined the ITB, the Specifications and other Contract Documents with full knowledge of all conditions, under which the equipment and Services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and Services according to the requirements as set out therein.

Please confirm

*Response required

6.2. Corporate Resolution*

The response must be submitted by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the Bidder. An authorized representative who is not an officer may sign the bid, but must attach or upon request provide a corporate resolution granting authorization to the representative to execute on behalf of the business. Are you authorized to submit this ITB?

Please confirm

*Response required

6.3. State Compliance*

All corporations, LLCs, limited and general partnerships, LLPs and LLLPs wishing to do business within the County must register and be active with the Florida Department of State, Division of Corporations at the following web site: <http://www.sunbiz.org/>

Failure to register and be active with the Florida Department of State may result in the bid being determined as non-responsive.

Upload your registered documents below.

*Response required

6.4. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*

As a Bidder, any document you submit to the County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid, if any, qualifies to be exempt from inspection and copying.

Answer NO if:

No part of your bid is exemption from public records law or no part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Answer Yes if:

ALL OR PART OF YOUR BID IS CLAIMED BY YOU TO BE EXEMPT FROM PUBLIC RECORDS LAW AND YOU AGREEMENT TO INDEMNIFY AND DEFEND THE COUNTY

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the bid is exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid. The undersigned Bidder agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Yes

No

*Response required

6.5. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request*

If you claimed no you do not have an exemption answer N/A here.

If you claimed yes, (i.e., you do claim an exemption), explain which part/s are exempt below:

I CLAIM THAT THAT THE FOLLOWING PARTS OF MY BID ARE EXEMPT FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE COUNTY

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification - e.g., trade secret):

By claiming that all or part of the bid is exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid. The undersigned Bidder agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

*Response required

6.6. Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request

If you claimed yes on you do have an Proprietary Exemption attach the file here:

6.7. Option 1: Company is an Alachua County Certified Small Business Enterprise.*

If Yes, answer No on SBE Options 2 and N/A on SBE Options 3 and 4. If No move to SBE Option 2.

Yes

No

*Response required

When equals "Yes"

6.7.1. SBE Certificate*

Upload your Alachua County SBE Certificate.

*Response required

6.8. Option 2: I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid. *

If no, go to SBE Option 3

Yes

No

*Response required

6.9. Option 3: SBE Participation.*

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort and **enter N/A for this option.**

I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

SBE Vendor Name: _____

Address: _____

Scope of Work to be Performed: _____

Total Dollar Value of work to be completed: \$ _____

Percentage of Total BID/RFP Pricing: _____%

*Response required

6.10. Option 4: SBE Good Faith Effort.*

If you completed Option 3, enter N/A for Option 4.

All Vendors should have SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.

In accordance with Article 11, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)

Name of SBE Vendor Contacted: _____

Date SBE was Contacted: _____

SBE Contact Name: _____

Phone #: _____

SBE Response when contacted: _____

*Response required

6.11. Alachua County Government Minimum Wage (GMW)*

Select which option that applies.

- Employees involved with Alachua County projects are paid a minimum of \$17.00 hourly or the current prevailing wage and are provided health benefits.
- Employees involved with Alachua County projects are paid a minimum of \$19.00 hourly or the current prevailing wage but are not provided health benefits.

Employees are not paid Alachua County's Government Minimum Wage.

*Response required

6.12. DRUG FREE WORKPLACE*

In accordance with §287.087, Florida Statutes

Do you certify that you meet the following:

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 under bid 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 abide 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 1893 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.

Yes

No

*Response required

6.13. Vendor Eligibility*

Confirm that the submitting entity or affiliate has not been placed on any of the list's below:

Convicted Vendor List

Suspended Vendor List

Discriminatory Vendor List

Scrutinized List of Prohibited Companies

Federal Excluded Parties List

Please confirm

*Response required

6.14. List all subcontractor's being utilized on this BID, (NON-SBE) IF no sub contractor are being utilized respond N/A*

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

*Response required

6.15. Responsible Agent*

The Bidder shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices between the County and the Bidder by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Bidder.

RESPONSIBLE AGENT:

1. Include name, email, phone number

ALTERNATE RESPONSIBLE AGENT:

2. Include name, email, phone number

*Response required

6.16. Number of years in this type of service?*

Respond N/A if not applicable.

Maximum response length: 20 characters

*Response required

6.17. Number of years licensed in Alachua County?*

Respond N/A if not applicable.

Maximum response length: 20 characters

*Response required

6.18. How many employees "ON THE JOB" each week?*

Respond N/A if not applicable.

Maximum response length: 20 characters

*Response required

6.19. Number of employees "ON CALL" each week?*

Respond N/A if not applicable.

Maximum response length: 30 characters

*Response required

6.20. Major Equipment *

List all major equipment which will be available upon commencement of the Agreement to perform the Services.

Respond N/A in not applicable.

*Response required

6.21. Do you currently hold any municipality contracts?*

Yes

No

*Response required

6.22. If you indicated yes to holding municipality contracts please list them below:*

Respond N/A if not applicable.

*Response required

6.23. References*

List and provide contact information for three references of entities or agencies receiving similar Services to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____

Contact Person: _____

2) Firm: _____ Phone: _____

Contact Person: _____

3) Firm: _____ Phone: _____

Contact Person: _____

*Response required

6.24. Are your employees screened by:*

Select all that apply

- Polygraph
- Background Investigation
- Police Record Check
- Additional

*Response required

6.25. Cancelled or Termination*

Have any leases, contracts or agreements for services or product held by your firm ever been canceled or terminated before the end of the term by either party?

- Yes
- No

*Response required

6.26. Cancellation and Termination

If you indicated yes to Cancellation and Termination on having any contracts or agreements canceled or terminated state the location and circumstances below:

6.27. What constitutes your normal business days and working hours?*

*Response required

6.28. Describe below, the Bidder's operational plan for providing the Services to Alachua County.*

*Response required

6.29. Conflict of Interest*

The Bidder certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Bidder is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order. (Select yes, if there is no conflict of interest)

- Yes
- No

*Response required

6.30. Acknowledgement of Requirements*

Did you review and complete all the required documents, attachments, addenda and questions and answers?

- Please confirm

*Response required

7. ITB Pricing Form

PROCESSING, COMPOSTING/RECYCLING

Processing, composting/recycling

Line Item	Description	Unit of Measure	Unit Cost
1	Processing, Recycling and Disposal Services Pricing Per Ton	ton	

8. Sample Agreement/Contract

8.1. Sample Continuing Services Agreement

CONTINUING SERVICES AGREEMENT WITH

FOR

NO. (#)

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and _____, a (Business Entity Type) which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a(n) (ITB, RFP, RFQ) seeking qualified firms or individuals to provide _____(Description); and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. Recitals. The foregoing recitals are incorporated herein.
2. Scope. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform _____, as more particularly described in the Scope of Services attached hereto as Exhibit “1” and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. Term. This Agreement is effective on _____, 20__ (“effective date”) and continues until the (Date)_____, 20__, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for (#) additional (#) year term(s).
4. Qualifications. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.

B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.

D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. Authorization for Services. Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders issued and executed by County and signed by Contractor. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.

6. Payment.

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed \$ _____ annually ("NTE amount"). Projects may be executed up to the NTE amount on a "Fixed Fee Basis", a "Time Basis" method, or a combination of these methods. In the event the performance of the Services requires a combination of both Time Basis and Fixed Fee Basis, a separate Work Order shall be completed for each type of compensation. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee Basis amount will include any reimbursable expenses. If a Work Order is issued under a Time Basis method, then Contractor shall be compensated in accordance with the Rate Schedule attached as Exhibit "2" and incorporated herein. If a Work Order is issued under a Time Basis method, then any reimbursable expenses are in addition to the hourly rates and shall be subject to the provisions contained in Exhibit "2". Reimbursable expenses are subject to the applicable NTE amount.

B. Contractor must provide detailed supporting documentation with any Work Order.

C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [and time expended, if billed by hour], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

(Department Name)

(Address)

(City, Florida, Zip Code)

D. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. Insurance. Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in Exhibit "3" attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit "3-A".

8. County Property. Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. Deliverables. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

10. Permits. Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. Alachua County Minimum Wage. If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as Exhibit "4". Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour

\$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. Default and Termination.

A. Termination for Default: The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.

C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. Indemnification. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. Notice. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

To County:

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting

dmw@alachuaclerk.org

15. Standard Clauses.

A. Public Records. In accordance with §119.0701, Florida Statutes, Contractor, when acting on behalf of the County, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the 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 County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written

methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby

considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. **Laws & Regulations.** Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. **Additional Services.** Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. **Independent Contractor.** In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a

bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by

any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By:

Print:

Title:

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By:

_____, Chair

Board of County Commissioners

Date: _____

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER IF SIGNED BY COUNTY MANAGER CLERK DOES NOT ATTEST AND SIGNATURE BLOCK IS REMOVED

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

Invitation To Bid #ITB 25-57-MM

Title: Annual Processing and Beneficial Recycling/Composting of Vegetative Waste for Alachua County and the City of Gainesville

(SEAL)

{Exhibits to be attached}