

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
and
CITY OF GAINESVILLE

MANDATORY PRE-PROPOSAL MEETING

Alachua County Transfer Station
2:00 pm, Tuesday, March 17, 2009
5115 NE 63rd Avenue
Gainesville, FL
(352)334-0172



REQUEST FOR PROPOSALS
RFP #10-26

**Solid Waste, Recycling and Yard Trash Collections within the City of
Gainesville and Alachua County**

RFP Submittal Deadline:
2:00 pm, Wednesday, **April 8, 2009**

Any response received after the above submittal deadline will not be considered.

Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352) 374-5202 (PHONE)
(352) 491-4569 (FAX)

TABLE OF CONTENTS..... PAGE NUMBER

1.0 GENERAL PROVISIONS 1

1.1 Purpose..... 1

1.2 Proposal Submission 1

1.3 Acceptance/Rejection of Proposals 2

1.4 Consideration of Proposals..... 2

1.5 Proposal Withdrawal 2

1.6 Non-Warranty of Request for Proposals 2

1.7 Request for Clarification 2

1.8 Inquiries/Questions 2

1.9 Contact with Members of the Professional Services Evaluation Team..... 2

1.10 Proprietary Information..... 3

1.11 Examination of Request for Proposals 3

1.12 Small Business Enterprise Program Participation 3

1.13 Public Entity Crimes 4

1.14 Drug Free Workplace 4

1.15 Workplace Violence 4

2.0 BACKGROUND INFORMATION 4

2.1 Location 4

2.2 Form of Government 5

3.0 SCOPE OF SERVICES 5

3.1 Commencement of Work: 5

3.2 Term: 5

3.3 Ability of Duly Incorporated Governmental Entities to Take Advantage of the Terms and Conditions of this Contract 5

3.4 Definition of Terms 5

3.5 Services to be Performed by Contractor – General: 10

3.6 Services To Be Performed By Contractor - Solid Waste 14

3.7 Community Beautification Projects: 16

3.8 Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste and Sludge: ... 16

3.9 Collection Services for Municipal Property - City ONLY 16

3.10 Services to be Performed by the Contractor – Recycling:..... 17

3.11 Services to be Performed by the Contractor - Yard Trash..... 18

3.12 Quality Of Service: 19

3.13 Charges, Rates and Level Of Service: 21

3.14 Performance/Penalties/Default:..... 23

3.15 Cooperation/Coordination: 23

3.16 Complaints and Complaint Resolution: 23

3.17 Disputes About Collection of Certain Items 26

3.18 Default and Dispute of the Contract 26

3.19 Right To Require Performance: 28

3.20 General, Financial and Insurance Requirements: 28

3.21 Title to Waste: 28

3.22 Subcontractors 28

3.23 Bonds and Sureties: 29

3.24 Compliance with Laws and Regulations 30

3.25 Indemnity 31

3.26 Sovereign Immunity 31

3.27 Venue 31

3.28 Public Entity Crimes Form..... 31

3.29 Assignment and Subletting..... 31

3.30 Termination 31

3.31 Books And Records..... 31

3.32 Notices 32

3.33 Illegal Provisions:..... 32

3.34 Construction 32

4.0	SELECTION PROCEDURES	32
4.1	Written Submittals	32
4.2	The Staff Evaluation Team	32
4.4	Presentation	32
4.5	Selection and Ranking.....	33
4.6	Negotiation of Contract.....	33
5.0	PROPOSAL REQUIREMENTS AND ORGANIZATION	33
5.1	Letter of Interest.....	33
5.2	Project Understanding and Approach.....	33
5.3	Contractor’s Qualifications and Staff.....	33
5.4	Ability of Contractor’s Professional Personnel.....	33
5.5	Ability to Meet Time and Budget Requirements	33
5.6	Effect of Project Team Location on Project Responses	33
5.7	Appendix.....	33
6.0	SELECTION AND EVALUATION CRITERIA.....	34
6.1	Technical Qualifications Evaluation	34
6.2	Written Proposal Evaluation	34
6.3	Presentation/Interview Evaluation	34
6.4	Other factors.....	35
7.0	PROFESSIONAL RESPONSIBILITY	35
7.2	Performance Bond.....	35
8.0	GENERAL TERMS AND CONDITIONS	35
8.1	Assignment of Personnel.....	35
8.2	Basis for Contract Negotiation.....	35
8.3	Term of the Contract	35
8.4	Reuse of Existing Plans - Not applicable.....	35
8.5	Governing Law.....	35
8.6	Permits, Laws & Regulations.....	35
8.7	Award of Contract(s).....	36
8.8	Assignment of Interest	36
8.9	Indemnification	36
8.10	Amendments	36
8.11	Successors and Assigns.....	36
8.12	Non Waiver	36
8.13	Independent Contractor	36
8.14	Collusion	37
EXHIBIT A		38
PROPOSED SUBCONTRACTORS FORM		38
EXHIBIT B.....		39
Good Faith Effort Form.....		39
EXHIBIT C.....		40
DRUG FREE WORKPLACE		40
EXHIBIT D		41
TYPE “A” INSURANCE REQUIREMENTS		41
EXHIBIT E.....		43
STATEMENT OF NO PROPOSAL		43
EXHIBIT F.....		44
CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP’s		44

EXHIBIT G	45
VOLUME OF PREVIOUS WORK SUMMARY	45
EXHIBIT H	46
FEE PROPOSAL FORM/SIGNATURE AND ACKNOWLEDGMENT OF ADDENDUM FORM	46
EXHIBIT I	47
PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION	47
EXHIBIT J	48
COUNTY AGREEMENT FOR CONTRACTUAL SERVICES	48
CITY OF GAINESVILLE AGREEMENT	57
EXHIBIT K	60
EXHIBIT L	63
EXHIBIT M	69
FORM OF BID BOND	69
ATTACHMENT A	73
DESCRIPTION OF THE UNIVERSAL CURBSIDE COLLECTION AREA OF THE UNINCORPORATED AREA OF ALACHUA COUNTY	73
ATTACHMENT B	79
SUBSCRIPTION COLLECTION AREA	79
ATTACHMENT C	82
BIDDER'S QUESTIONNAIRE	82
ATTACHMENT D-W	DemandStar
SERVICE PRICING ATTACHMENTS D through W (posted on DemandStar as attachments to the RFP)	

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #10-26

FOR THE PROVISION OF **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County**

1.0 **GENERAL PROVISIONS**

1.1 **Purpose**

Alachua County Board of County Commissioners and the City of Gainesville (hereafter referred to as the "Entities") are seeking proposals from licensed professionals (hereinafter, referred to as Contractors) for the provision of **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County for Public Works/Waste Management** for the period to begin based on the date of the executed contract and continuing for a five (5) or seven (7) year term (depending on the term selected by the Entities) with an option by the Entities to renew for two (2) additional five (5) year periods.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), Entities Selection Procedures (Section 4.0), Proposal Requirements and Organization (5.0) Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits: Certified Small Business Enterprise Points Request Form, Volume of Previous Work Summary Form, Statement of No Proposal, Drug Free Workplace Form, Fee Proposal Form/Signature and Acknowledgement of Addendum Form , Proposed Subcontractors Form, and Good Faith Effort Requirements.

1.2 **Proposal Submission**

Proposals must be submitted with all required submissions included, including completed bid sheets for all 20 alternatives. Failure to comply may preclude consideration of the proposal.

Each Contractor is responsible for full and complete compliance with all laws, rules and regulations, which may be applicable.

Contractors desiring to provide services as described herein shall submit proposals, **one (1) original and eight (8) copies** in a sealed envelope labeled on the outside of the envelope, "**10-26; Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County**", and deliver not later than **2:00 pm, Wednesday, April 8, 2009**, to the attention of:

HAND DELIVER OR MAILED TO:
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the Entities, which have the right to use any, or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

All work papers/products developed as part of the contract performance become property of the Entities upon termination or completion of the provision of services.

The cost for development of the written proposal and the oral presentation are entirely the obligation of the Contractor and shall not be chargeable in any manner to Entities.

No Proposal Submitted - If you are not submitting a proposal, please respond by returning only the Statement of No Proposal Form **EXHIBIT E** and explain the reason in the space provided. Failure to submit the Statement of No Proposal may result in your name being deleted from the list of qualified Contractors for the Entities.

1.3 **Acceptance/Rejection of Proposals**

The Entities reserve the right to reject any proposal, which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The Entities may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract, which results from this Request for Proposals.

The Entities reserve the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the Entities judgment, best serve the interests of the Entities, or to award a contract to the next most qualified Contractor if a selected Contractor does not execute a contract within thirty (30) days after the award of the proposal.

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

1.4 **Consideration of Proposals**

Proposals will be considered from Contractors normally engaged in providing and performing services as specified herein. The Contractor must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Entities. The Entities reserve the right 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 before recommending any award.

1.5 **Proposal Withdrawal**

Any Contractor may withdraw his proposal by fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the Entities the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

1.6 **Non-Warranty of Request for Proposals**

Due care and diligence has been used in preparing this Request for Proposal. The Entities shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Contractors to ensure that they have all information necessary to effect their proposals.

1.7 **Request for Clarification**

The Entities reserve the right to request clarification of information submitted and to request additional information of one or more Contractors, either orally or in writing.

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Contractors may direct questions, in writing only, to:

Darryl R. Kight
Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202 (Phone)
(352)491-4569 (Fax)
Email: dkight@alachuacounty.us

1.8.1 Any Contractor in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to Darryl R. Kight, at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Contractor will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

1.9 **Contact with Members of the Professional Services Evaluation Team**

To ensure fair consideration for all Contractors, the Entities prohibit communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the

submission process, except as provided in Section 1.9.1. Additionally, the Entities prohibit communications initiated by a Contractor to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1.9.1 Any communication between Contractor and the Entities will be initiated by the County's Purchasing Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Contractor to anyone other than the appropriate Purchasing Representative may be grounds for disqualifying the offending Contractor from consideration of award of the proposal being evaluated and/or any future proposal.

1.9.2 It will be the responsibility of the Contractor to contact the County's Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

1.10 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the Entities 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 confidential or proprietary, or 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 designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT I, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

1.10.1 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 proposal as "Public Records Exempt", you agree to defend and hold harmless the Entities from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the Entities by reason of any legal action challenging your designation.

1.11 **Examination of Request for Proposals**

Before submitting a proposal, it shall be the Contractor's responsibility to examine thoroughly the Request for Proposals 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 Contract. Failure to do so will not relieve the selected Contractor of complete performance under the contract.

1.12 **Small Business Enterprise Program Participation**

1.12.1 Alachua County has adopted a 15% participation goal, and policies which encourage participation of Small Business Enterprises (SBEs) in the provision of goods, services and construction.

1.12.2 The County will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.

1.12.3 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.12.4 **Proposed Subcontractors Requirements**

1.12.4.1 Contractors submitting bids under this solicitation are to identify, on the Proposed Subcontractors 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, **EXHIBIT A**.

1.12.4.2 If SBE subcontractors are **not available** for the bid/RFP you **must complete** a Good Faith Effort Form, **EXHIBIT B**.

1.12.4.3 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements.

1.12.5 **Good Faith Effort Requirements**

1.12.5.1 In accordance with Section 22.36, Alachua County Code 06-28, every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), must demonstrate good faith efforts to utilize SBE as subcontractors **to be considered responsive**. The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at: <http://www.alachua-county.org/government/depts/as/eo/busdirectory/>

1.12.5.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified Small Business Enterprise, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.12.5.2.1 Whether the Contractor 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.

1.12.5.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

1.12.5.2.3 Whether the Contractor 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.

1.12.5.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.12.6 **RFPs Certified Small Business Enterprise Points Request Requirements**

1.12.6.1 The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Contractor is a certified Small Business Enterprise (SBE) and provides for the allocation of points when the Contractor includes in its submittal a request for points allowed for Alachua County’s Certified SBEs’ participation in accordance with the options listed in **EXHIBIT F** and provides the necessary documentation to substantiate such request.

1.12.6.2 Vendors shall complete the Certified Small Business Enterprise Points Request Form for RFPs, **EXHIBIT F**.

1.13 **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 Contractor 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.

1.14 **Drug Free Workplace**

In accordance with Section 287.087, Florida Statutes, Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code, and Section 41-530 of the City’s Financial Services Procedures Manual, in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace as noted on **EXHIBIT C**. The attached form must be filled out and returned to qualify for this preference.

1.15 **Workplace Violence**

With respect to the County, employees of bidders (or responders for RFP's) 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.

2.0 **BACKGROUND INFORMATION**

2.1 **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 243,000. The County itself consists of a total area of 969 square miles.

2.2 **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: the Supervisor of Elections, the Sheriff, and the Clerk of the Court, the Tax Collector, and the Property Appraiser. There is also a County Attorney reporting to the Board.

The City of Gainesville is the largest city and county seat of Alachua County. It serves as the cultural, educational and commercial center for the North Central Florida Region. Its corporate boundaries cover approximately 53.8 square miles of land with a population of 110,000.

The City was established in 1854 and incorporated in 1869. Since 1927, it has operated under a Commission-Manager form of government. Under this form of government, an elected City Commission appoints a professional manager who is responsible for the operation and management of all facets of City Government and the implementation of policy directives of the Commission.

3.0 **SCOPE OF SERVICES**

The services requested, herein, are for **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County.**

3.1 **Commencement of Work:**

3.1.1 The Work outlined in these Specifications shall commence immediately upon receipt of a Notice to Proceed, but no later than October 1, 2009.

3.2 **Term:**

3.2.1 The term of this contract shall be for a five (5) year or a seven (7) year period (as selected by the Entities) beginning October 1, 2009, or the date a contract is executed, unless otherwise terminated as provided herein and subject to funds budgeted in each fiscal year, if applicable.

3.2.2 The initial term of this contract may be extended for up to two successive periods of five years each, commencing with the expiration of the initial term, based upon successful negotiations of the terms of any extension between the County and/or City and the Contractor. Negotiations shall commence at least fifteen months before the expiration of the initial term and shall be concluded at least twelve months before the expiration of the initial term, at which time the County and/or City shall notify the Contractor in writing of the intent to renew the contract, if such intent exists. Any such written notice shall be served by certified or registered mail, return receipt requested. Negotiations for subsequent extensions shall proceed in the same manner in each succeeding term of the contract, provided, however, that any deadlines for commencing or concluding negotiations may be adjusted on a pro rata basis with the term of the extension by mutual agreement of the parties. This section may be modified upon mutual agreement of the parties at any time prior to the expiration of the current term.

3.3 **Ability of Duly Incorporated Governmental Entities to Take Advantage of the Terms and Conditions of this Contract**

3.3.1 Duly incorporated governmental entities shall be provided with the ability to take advantage of all terms and conditions herein enumerated with the written consent of the duly incorporated governmental entity and the Contractor.

3.4 **Definition of Terms**

3.4.1 “**Authorized Representative**” means any representative of the County, City, or Contractor, whether or not an employee of the entity, designated as the County's, City's, or Contractor's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in a subsequent written communication between the appropriate Manager and the Contractor.

- 3.4.2 **“Back Door Service”** means any physical location for the placement of Solid Waste or Recyclable Materials on the customer's property intended for Residential Collection Service and disposal that is not "Curbside/Roadside."
- 3.4.3 **“Biomedical Waste”** means any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable Sharps, human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 3.4.4 **“Biological Waste”** means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, except as described herein, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 3.4.5 **“Board”** means the Board of County Commissioners of Alachua County, Florida.
- 3.4.6 **“Bulk Items”** means those items that may require special handling and management, including, but not limited to: household furniture, white goods and materials not exceeding two cubic yards of Interior Remodeling and Home Repairs Trash as defined herein. Bulk Items must be usual to housekeeping and must be generated by the customer at the dwelling unit where the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.
- 3.4.7 **“City”** means the City of Gainesville, Florida, a municipal corporation, or the area within the municipal corporate limits of the City, as same may change from time to time.
- 3.4.8 **“City Manager”** means the City Manager of Gainesville, Florida, or the designee of such person.
- 3.4.9 **“Commercial Collection Service”** means the collection and transportation of Recyclable Materials, Yard Trash and Solid Waste from commercial property by the owner or any other person to a Solid Waste Management Facility.
- 3.4.10 **“Commercial Property”** means all improved property other than Residential Property.
- 3.4.11 **“Commercially Collected Residential Service: City”** means the collection of solid waste, other than Hazardous Waste and Biomedical Waste, provided to persons occupying residential dwelling units in buildings with five (5) or more dwelling units within the City and persons occupying residential dwelling units in buildings with two (2) to four (4) dwelling units within the City who have been allowed by the City to opt-out of residential service.
- 3.4.12 **“Commercially Collected Residential Service: County”** means the collection of solid waste, other than hazardous waste and bio-medical waste, provided to persons occupying residential dwelling units on parcels with ten (10) or more dwelling units within the County and persons occupying residential dwelling units on parcels within the County which have been reclassified as Commercial Property by the County.
- 3.4.13 **“Commercially-generated Waste”** means Rubbish, Yard Trash or Bulk items, or any combination thereof, generated by builders, building contractors, nurseries, privately-employed tree trimmers, tree surgeons and landscape services, (other than regular yard maintenance), which shall not be collected as Residential Solid Waste.
- 3.4.14 **“Construction and Demolition Debris”** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition

project site. Mixing of Construction and Demolition Debris with other types of solid waste will cause it to be classified as other than Construction and Demolition Debris. The term Construction and Demolition Debris shall also include:

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

3.4.14.2 Except as provided in Section 403.707(12)(j), *Florida Statutes*, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and

3.4.14.3 De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

3.4.15 **“Container”** means and includes any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon the sides of the can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 35 gallons capacity which has handles or bails for lifting.

3.4.16 **“Contract or Agreement”** means the Contracts executed by the County and the Contractor and by the City and the Contractor, for the performance of the Work. The Contracts shall be substantially in the form provided in these Specifications or by purchase order incorporating the provisions of the Specifications.

3.4.17 **“Contractor or Vendor”** means the person, firm, corporation, organization or agency with whom the Owner has executed a Contract for performance of the Work or supply of equipment or materials or his or her duly Authorized Representative.

3.4.18 **“County”** means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.

3.4.19 **“County Manager”** means the County Manager of Alachua County, Florida, or the designee of such person.

3.4.20 **“Curbside/Roadside”** means four (4) feet from the edge of the traveled road or an alternative designated physical location for the placement of Refuse accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the appropriate Manager or designee shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.

3.4.21 **“Designated Facility”** means the place or places specifically designated by the City and the County for the disposal or processing of Solid Waste, Recyclable Materials or Yard Trash.

3.4.22 **“E-Waste”** means discarded home electronic devices containing both valuable as well as harmful materials which require special handling and recycling methods, and can be feasibly recycled as part of the residential solid waste program.

3.4.23 **“Exempt Waste”** means, singularly or in combination, Infectious Waste, Biomedical or Biological waste, Commercially-generated Waste, tires, Construction and Demolition Debris, land clearing debris, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, Yard Trash that exceeds the dimensions described in the Scope of Services, and residential or commercial solid waste for which there is no legally permitted disposal, processing, transfer or storage facility within Alachua County.

3.4.24 **“Garbage”** means all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

3.4.25 **“Hazardous Waste”** means Solid Waste, or a combination of Solid Wastes, which, because of its

quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.

- 3.4.26 “**Household Furniture**” means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas, and mattresses.
- 3.4.27 “**Household Trash**” means accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Waste, which are usual to housekeeping and to the operation of stores, offices and other places of business.
- 3.4.28 “**Improper Vehicle**” means any vehicle which is in violation of any provision of this Contract.
- 3.4.29 “**Infectious Waste**” means those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 3.4.30 “**Institutional Property**” means a dwelling unit owned by any state, county or municipal housing authority, or the federal government or an agency thereof, which is exempt from the payment of ad valorem taxes.
- 3.4.31 “**Interior Remodeling and Home Repairs Trash**” means materials, including, but not limited to, lumber, drywall, plumbing fixtures, carpet or other flooring materials accumulated by the resident during the course of a self-performed interior improvement project.
- 3.4.32 “**Landfill**” means any Solid Waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, *Florida Statutes*, that receives Solid Waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.
- 3.4.33 “**Manager**” means the City Manager of Gainesville, Florida, or the designee of such person, or the County Manager of Alachua County, Florida, or the designee of such person, unless specifically designated City Manager or County Manager herein.
- 3.4.34 “**Mechanical Container**” means and includes any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 3.4.35 “**Municipal Property**” means all property owned, leased, rented or controlled by the City of Gainesville.
- 3.4.36 “**Multi-Family Dwelling Units, County**” means and includes any building or structure containing two (2) or more dwelling units held under common ownership. Parcels containing over nine (9) dwelling units are classified as Commercial Property.
- 3.4.37 “**Multi-Family Dwelling Units, City**” means any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings over four (4) living units are classified as Commercial Property unless service of a different nature is approved by the City Manager or the designee of such person.
- 3.4.38 “**Recovered Materials**” means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.

- 3.4.39 “**Recyclable Material**” means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 3.4.40 “**Recycling**” means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 3.4.41 “**Refuse**” means both Rubbish and Garbage or a combination or mixture of Rubbish and Garbage, including paper, glass, metal and other discarded matter, excluding Recyclable Materials and Yard Trash.
- 3.4.42 “**Residential Collection Service**” means the collection and transportation of Recyclable Materials, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 3.4.43 “**Residential Property: County**” means all improved property which is used as single-family dwelling units and condominiums, and Multi-Family Dwelling Units consisting of less than ten units within the same building, unless such single-family dwelling unit, condominium or multi-family dwelling unit has been reclassified as Commercial Property pursuant to Section 75.408 of the Alachua County Code. Residential Property does not include Institutional Property.
- 3.4.44 “**Residential Property: City**” means all improved property which is used as single-family dwelling units and Multi-Family Dwelling Units consisting of less than five units within the same building.
- 3.4.45 “**Residential Solid Waste**” means any Garbage, Rubbish, Yard Trash or Bulk Item that is usual to housekeeping. Residential Solid Waste is Solid Waste generated by the customer at the dwelling unit at which the Residential Solid Waste is collected and does not include items defined herein as Commercially-generated Waste or Exempt Waste.
- 3.4.46 “**Rubbish**” means waste material other than Garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other places of business. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans and ceramic materials.
- 3.4.47 “**Sharps**” means those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 3.4.48 “**Sludge**” means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 3.4.49 “**Solid Waste**” means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or Garbage, Rubbish, Refuse, Special Wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials, as defined herein, are not Solid Waste.
- 3.4.50 “**Special Service**” means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.
- 3.4.51 “**Special Wastes**” means Solid Wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and Biological Wastes.
- 3.4.52 “**Specifications**” means directions, provisions and requirements contained in these General and Technical Specifications for “Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and County of Alachua” and Bonds (if any), together with any written Contract made or to be made setting out or relating to the methods and manner for the Work to be carried

out.

- 3.4.53 **“Standard Cart”** means a two-wheeled container with attached lid and handle, available in twenty (20), thirty-five (35), sixty-four (64) and ninety-six (96) gallon or approximate sizes, designed to be dumped mechanically into a hopper.
- 3.4.54 **“Subcontractor”** means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 3.4.55 **“Universal Collection Area”** means the portion of the unincorporated area of the County designated as such by the County to be provided curbside solid waste, recycling and yard trash collection services. This area, also called the “Mandatory Collection Area” is described in Attachment A attached hereto.
- 3.4.56 **“Vegetative Matter”** means any plant material.
- 3.4.57 **“White Goods”** means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.
- 3.4.58 **“Work”** means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
- 3.4.59 **“Yard Trash”** means Vegetative Matter resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

3.5 **Services to be Performed by Contractor – General:**

3.5.1 **Description of the work**

- 3.5.1.1 The Contractor shall provide Residential Solid Waste, Recycling and Yard Trash collection services within the City and the universal refuse collection area of the County. The universal area of the County is described in Attachment A attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the City or the universal area of the County. In the non-universal, unincorporated area of the County, as described in Attachment B attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste and Recycling fees from residential subscription customers in the non-universal area.
- 3.5.1.2 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection and disposal of Solid Waste, Recyclable Material and Yard Trash in the City and Alachua County.
- 3.5.1.3 The Contractor shall provide, at his or her own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and items necessary to maintain the required standard for collections and disposal set forth herein.

3.5.2 **Protection of Adjacent Property and Utilities**

- 3.5.2.1 The Contractor shall conduct his or her Work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall be cognizant of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner or the City or the County any breakage or damage caused by the Contractor’s operation.
- 3.5.2.2 The Contractor will respond, within twenty-four (24) hours, to any customer who reports property damage alleged to be caused by the Contractor. All damaged mailboxes shall be repaired or replaced within twenty-four (24) hours of notification. The Contractor shall notify the City or County of each property damage complaint, its status and resolution in a timely manner.

- 3.5.3 **Spillage**
3.5.3.1 The Contractor shall not litter or cause any spillage or leakage, including hydraulic oil and leachate, to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste or Recyclable Material that has not been placed in a receptacle, or Yard Trash that has not been prepared as provided herein. All Solid Waste, Recyclable Material and Yard Trash collected shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage caused by the Contractor, the Contractor shall promptly clean up all spillage or leakage.
- 3.5.4 **Designated Facility**
3.5.4.1 All Solid Waste, Recyclable Material and Yard Trash shall be hauled to the Designated Facility or Facilities as directed in writing by the appropriate Manager. It is the intent of the Entities to locate such facilities within Alachua County whenever possible.
- 3.5.5 **Ownership of Materials**
3.5.5.1 All Solid Waste, Recyclable Material and Yard Trash collected shall remain the property of the County or City. Unless otherwise specified herein; the County or City will be responsible for the processing, disposal and marketing of materials collected in accordance with the specifications herein.
- 3.5.6 **Frequency of Collection**
3.5.6.1 The Contractor shall collect Solid Waste, Recyclable Material and Yard Trash from places of residence within the Contract collection and subscription areas one (1) time per week. Within the Contract collection areas, Solid Waste, Recyclable Material and Yard Trash collections shall be provided on the same day for each residence.
- 3.5.7 **Days of Collection**
3.5.7.1 All collection services shall be provided on a Monday through Thursday four day work week. For the week in which the holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Friday of that week.
3.5.7.2 As a bid alternate, collection services will be provided on a Monday through Friday workweek. For the week in which a holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Saturday of that week.
- 3.5.8 **Route Maximization**
3.5.8.1 As a bid alternate, City and County collection routes may be blended if the Contractor can demonstrate this to increase efficiency and cost effectiveness, which will reduce per household collection rates for the County and City. If the City and County select route maximization, the Contractor shall provide a reliable method for calculating the amount of solid waste, recyclable materials and yard trash collected in the City and County respectively on all overlapping routes.
- 3.5.9 **Hours of Collection**
3.5.9.1 Collection shall begin no earlier than, and shall cease no later than, the start and finish times stipulated by County and City Ordinances respectively. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior verbal approval from the appropriate Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated herein, except in a time of emergency or to maintain a regular schedule due to holidays recognized by the Contractor.
- 3.5.10 **Point of Pickup**
3.5.10.1 Collections of Residential Solid Waste, Recyclable Material and Yard Trash shall be at Curbside/Roadside, as defined herein, or other such locations as will provide ready

accessibility to the Contractor's collection crew and vehicle. Standard Carts must be placed at least four (4) feet away from the recycling containers and from Yard Trash. All Solid Waste, Recyclable Material and Yard Trash must be placed at least four (4) feet away from mailboxes and other obstacles. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to limit access by the crew or vehicle, an alternative location may be arranged with the Contractor at no additional charge. In the event an appropriate location cannot be agreed upon, the appropriate Manager shall designate the location. The Contractor may provide additional services such as Back Door Service for an additional fee. **City:** Such additional fee shall be charged directly to the City. **County:** Such additional fee shall be charged directly to the resident.

3.5.11 Vacant Lots

3.5.11.1 The Contractor shall collect Yard Trash and Bulk Items from normal maintenance of vacant lots that are within the city limits of Gainesville in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Yard Trash resulting from clearing property for construction purposes.

3.5.12 White Goods

3.5.12.1 All White Goods collected are to be recycled. Collection of any chlorofluorocarbons shall be in accordance with State and local laws, ordinances and regulations.

3.5.13 E-Waste

3.5.13.1 Items designated as E-Waste by the City or County respectively are to be recycled unless the City or County determines that recycling them is not feasible.

3.5.14 Method of Collection

3.5.14.1 The Contractor shall make collections with a minimum of noise and disturbance to the householder. The Contractor shall pick up any Solid Waste, Recyclable Material or Yard Trash spilled by the Contractor immediately. All containers shall be handled carefully by the Contractor, shall not be bent, thrown or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. The Contractor shall be responsible for the timely repair or replacement of containers in the event of damage by the Contractor.

3.5.15 Schedules and Routes

3.5.15.1 The Contractor shall provide the County and City with schedules for all collection routes and keep such information current at all times. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County and City shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

3.5.15.2 NOTE: The Contractor's attention is directed to the fact that at times during the year, the quantity of Refuse to be disposed of is materially increased by the influx of visitors. This additional load will not be justification for the Contractor to fail to maintain the required collection schedules and routes.

3.5.16 Street Closures

3.5.16.1 The County and City reserve the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the County or City in route to the Designated Facility where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Contractor shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City or County shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and County or City. Customers under this Contract shall receive reasonable notification of the schedules

provided by the Contractor prior to commencement of service.

3.5.17 Disaster

3.5.17.1 In case of a disaster, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster, the Contractor shall advise the appropriate Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster where it is necessary for the Contractor and the County or City to acquire additional equipment and to hire extra crews to clean the County or City of debris resulting from the disaster, the Contractor shall be required to work with the County or City in all possible ways for the efficient and rapid cleanup of the County or City. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, and cost of rental equipment, provided he or she has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA).

3.5.18 Holidays

3.5.18.1 The City and County agree to exempt Residential Solid Waste, Recyclable Material and Yard Trash collections from the Schedule of Collections on those holidays designated by the Manager, including, but not limited to, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day. For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday.

3.5.19 Equipment

3.5.19.1 The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All collection vehicles shall carry spill kits at all times that are adequate for containing and cleaning up oil and hydraulic leaks and spills. Equipment shall be obtained from nationally known and recognized manufacturers of collection equipment. As of October 1 of each year of the contract, the average age of the primary residential collection equipment used in the performance of this contract shall be no more than four (4) years with a maximum age of six (6) years. All replacement and added primary residential collection vehicles shall be new equipment unless otherwise agreed in writing by the County and City. For Solid Waste and Yard Trash collection service, equipment shall be of the enclosed loader packer type, all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties and shall be no older than eight (8) years. A list of the Contractor's equipment shall be given to the City and County at the time of each annual audit.

3.5.19.2 The appropriate Manager shall have the authority to require that any vehicle operated by the Contractor, which is leaking and/or spilling fluids, Solid Waste, Recyclable Material or Yard Trash be immediately removed from service. The Contractor shall immediately provide an on-site supervisory response, and shall notify the appropriate Manager in writing of the remedial action to be taken.

3.5.19.3 Primary and reserve equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters and numbers not less than six (6) inches high on each side of the vehicle. The number of the vehicle shall be placed on the center or left side of the front bumper, the center or left side of the rear tailgate and on the front half of both sides of the vehicle in an area that will remain visible at all times. The Managers must approve the placement and location. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for the advertising of events as approved in writing by the County or City.

3.5.20 For the County ONLY

3.5.20.1 Within the Subscription Area and within certain subdivisions, the Contractor shall make available, for garbage and recycling collection, equipment of a smaller size in order to provide service to areas without roadways adequate for the larger collection equipment. Such equipment commonly referred to as ‘pup trucks’, generally have a single rear axle and less than eighteen (18) cubic yard capacity.

3.5.20.2 With written approval by the Manager, the Contractor will provide such pup trucks for collection service in select subdivisions. The Contractor will charge the homeowners associations or management companies of these subdivisions an additional per unit subscription rate for the use of pup trucks as an additional service listed in the Contractor’s Solid Waste, Recycling and Yard Trash Unit Price Schedule.

3.5.20.3 The Contractor may request to utilize a split body design collection vehicle for collection of garbage and recycling in the Subscription Area that requires the use of pup trucks for collection. Such authorization to use a single split body vehicle for collection of garbage and recycling shall require written approval by the County for each specific route or collection area. The County may immediately revoke this authorization if the Contractor mixes recycling with garbage.

3.5.21 Pilot Programs

3.5.21.1 The Contractor and the County and/or City, upon mutual agreement, may develop and implement pilot programs, such as separate collection of food waste, less commonly recycled materials, or limited household hazardous waste materials such as compact florescent lamps (CFLs), in selected service areas in order to test innovative and potentially more efficient methods for the collection and disposal of Solid Waste, Recyclable Material and Yard Trash.

3.6 Services To Be Performed By Contractor - Solid Waste

3.6.1 Description of the Work:

3.6.1.1 Collection/Disposal

3.6.1.1.1 The Contractor shall collect and dispose of all Solid Waste, Bulk Items and White Goods, from or generated by Residential Property as defined herein.

3.6.1.2 Receptacles

3.6.1.2.1 The Contractor shall provide Standard Carts to residents of the curbside collection areas, with attached lids and embossed serial numbers, owned by the Contractor. The first digit of the serial number shall reflect the cart size; i.e.: 2 for 20 gallon, 3 for 35 gallon, 6 for 64 gallon or 9 for 96 gallon. The carts shall have wheels and shall be of a type approved by the City and County. For the duration of the Contract, the appropriate Manager shall approve any change in type of containers. The carts are to be available to the residents in sizes that approximate twenty (20) gallons (“mini-can”) and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The “mini-can” shall be green, and the other carts shall be black.

3.6.1.2.2 The Contractor will be responsible for delivery and pick up of all carts. For each cart that is exchanged for a cart of a different size the City or County will pay the Contractor the sum due as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract. Carts will be exchanged within eight (8) days of receipt of request. The customer’s ability to exchange carts shall be as prescribed by the appropriate Manager. The carts shall be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the customer.

3.6.1.2.3 The Contractor shall provide new residents with carts free of charge within eight (8) days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids, other damage, and all lost or stolen carts free of charge within eight (8) days of receipt of request. The Contractor shall replace within twenty-four (24) hours any cart dropped into the collection vehicle. Until the cart is delivered or replaced, all bagged or containerized the Contractor must collect Solid Waste placed by the resident at Curbside/Roadside.

- 3.6.1.2.4 The City and County will notify the Contractor of all cart deliveries through a work order procedure. Work orders will be delivered to the Contractor at least once per week. The work orders will identify whether the orders are for lost, stolen or damaged carts, cart changes or new service. The work orders will be returned to the City and County, with the cart serial numbers and date of delivery, within fourteen (14) days of receipt by the Contractor.
- 3.6.1.2.5 The Contractor shall collect excess Solid Waste provided the City and the County (Official Yellow Bags) place such excess in special bags approved. The bags utilized will be available at grocery stores and other retail outlets as approved by the County and the City. The rate for the bags shall be set to recover the costs of collection, disposal and administration of the excess Solid Waste. The Alachua County Board, the City Manager and the Contractor must approve these rates. Compensation to the Contractor will be based on the number of bags sold during the previous month.
- 3.6.1.3 **Preparation of Solid Waste for Collection**
 - 3.6.1.3.1 Residents shall place all Solid Waste in Standard Carts with the lid completely closed. The Contractor shall not be required to collect Solid Waste from overflowing Standard Carts. Excess Solid Waste shall be collected provided such excess is placed in special bags approved by the City and the County which will be available at grocery stores and other retail outlets
 - 3.6.1.3.2 The Contractor shall not be required to collect Solid Waste from any cart that weighs more than ninety percent (90%) of the manufacture's weight limit for that size cart.
- 3.6.1.4 **Interior Remodeling and Home Repairs Trash**
 - 3.6.1.4.1 Interior Remodeling and Home Repairs Trash shall be collected at no charge providing that it does not exceed five (5) feet in length or forty (40) pounds in weight for any piece or segment of such material, and does not exceed a total of two (2) cubic yards per collection. Interior remodeling and home repairs trash generated by a contractor is specifically excluded. Interior Remodeling and Home Repairs Trash must be collected on the same collection day as solid waste. Interior Remodeling and Home Repairs Trash may be placed in the Standard Cart for collection.
- 3.6.1.5 **Bulk Items**
 - 3.6.1.5.1 Bulk items, including Household Furniture and interior remodeling debris, shall be collected at no charge and must be collected on the same collection day as solid waste and in the same collection vehicle. Items too large to be collected in the solid waste truck will be called in by the driver and collected within twenty-four (24) hours. The customer and the City or County will be notified of any item scheduled for alternative collection. White Goods shall be collected on a specified schedule approved by the City and County and shall be recycled. White Goods will be collected on the next scheduled service day after notification to Contractor, provided that it is called in to the Contractor by three-o'clock pm (3:00 pm) on the day preceding the next scheduled collection day. All reclamation of refrigerants shall be the responsibility of the Contractor, either through the Contractor's personnel or through an outside person who is certified to perform reclamation of refrigerants. Bulk items need not be containerized. Bulk Items to be collected are further described in the Alachua County/City of Gainesville Curbside Bulk Collection Policy.
 - 3.6.1.5.2 The Contractor shall not collect material that is not acceptable for bulk collection as described in the City and County Bulk Collection Policy. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected.
 - 3.6.1.5.3 Material that is not acceptable for Bulk collection as described in the City and County Bulk Collection Policy, including concrete, dirt, bricks, building materials and other non-compactable wastes shall be collected by a

Special Service. The Special Service shall be arranged between the customer and the Contractor at a fee approved by the County or City. The resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

3.6.2 For the City ONLY

3.6.2.1 Immediately following the end of each university semester the Contractor will be required to provide additional trucks and crews for collection of Bulk Items, three days a week in affected neighborhoods, during peak periods of student turnover.

3.6.3 Record Keeping

3.6.3.1 In order to allow the County to accurately bill the City for Residential Solid Waste disposal fees, the Contractor, the County and the City shall mutually agree upon a method by which the Contractor will maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents. The agreed upon method of record keeping shall be evidenced by a written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor. The parties may modify the Letter of Understanding in writing from time to time.

3.6.3.2 If commingling of City and County Residential Solid Waste is necessary to maintain routing efficiency, the Managers may approve commingling in a subsequent written document, which is provided to the Contractor. The Contractor shall maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents in commingled areas, if such is approved. A written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor shall evidence the approved method of record keeping. The parties may modify the Letter of Understanding in writing from time to time.

3.7 Community Beautification Projects:

3.7.1 The Contractor shall provide for all services, containers and equipment required for waste disposal at designated County cleanups and City cleanups, as deemed appropriate by the Manager, each fiscal year for the duration of the Contract. The equipment most often includes, but is not limited to, roll-off containers and residential rear end loaders. The Contractor shall make these services and equipment available to the City and County for a period of no longer than eight (8) hours during each event. The County and City will provide the Contractor written notice requesting these services at least seven (7) days prior to the event. The intent of these cleanups is not to circumvent the Solid Waste collection program as described herein. The total cost for such cleanups shall be in accordance with the Contractor's Unit Price Schedule and shall not include disposal costs.

3.8 Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste and Sludge:

3.8.1 The Contractor shall not be required to collect and dispose of Special Wastes (except White Goods, Household Furniture and Interior Remodeling and Home Repairs Trash), Infectious Waste, Hazardous Waste, Biomedical Waste (which includes Sharps), Biological Waste or Sludge, but may offer such service in the service area. All such collection and disposal for these specific types of waste as stated, when done by the Contractor, shall be done in strict compliance with all federal, state and local laws and regulations.

3.9 Collection Services for Municipal Property - City ONLY

3.9.1 The Contractor shall provide collection service, as needed and as designated by the Manager, to all property or right-of-way owned, leased, rented or controlled by the City of Gainesville, at the rates listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract. This service shall include, but not be limited to the following: The Contractor

shall empty all Solid Waste and Recycling containers in any and all of the above-mentioned properties at a frequency to be determined by the Manager. The City shall have the right to use Mechanical Containers, commercial type trash cans with covers or any other container as approved by the Manager. The Contractor shall provide all Mechanical Containers for the use of the City, which containers shall be kept in maintenance free condition by the Contractor throughout the life of the Contract. Overflowing containers or cans will be picked up and all Household Trash piled at the same location will be picked up. Any contamination present in Recycling containers will be removed by the Contractor during collection.

3.9.2 Special Events

3.9.2.1 The Contractor shall provide for all services, containers and equipment required for waste disposal at all City functions or sponsored events deemed appropriate by the City Manager (e.g. Spring Arts Festival, Book Sales, Grand Prix Bicycle Race, etc.).

3.9.3 Miscellaneous

3.9.3.1 The Contractor shall pick up dead animals, snakes, turtles, etc., from public rights of way, playgrounds and all Municipal Property in the designated area within two (2) hours of notification by the City Manager, during regular office hours as specified herein. The Contractor shall be responsible for proper disposal of all animal remains collected and shall pay any fees associated with such disposal.

3.10 Services to be Performed by the Contractor – Recycling:

3.10.1 Collection

3.10.1.1 The Contractor shall collect, at a minimum, all newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars, yogurt cups, margarine tubs and aluminum and metal cans, including empty aerosol cans, set out for the purpose of recycling from or generated by Residential Property as defined herein. The collection of Recyclables shall be conducted through a two-bin system.

3.10.1.2 As it becomes appropriate or beneficial, other items may be added to or subtracted from the above stated list at the direction of the Managers. Likewise, if it becomes infeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the Managers for approval to discontinue collection of that item. Where an increase or decrease in the items collected affects the operational costs of the Contractor, the Contractor and the Managers shall negotiate an appropriate adjustment in the rate paid to the Contractor per household.

3.10.2 Receptacles

3.10.2.1 The Contractor shall pick up all Recyclable Material, which has been properly prepared for collection, placed in approved recycling containers, paper bags, or other rigid containers of comparable size to the approved recycling containers and set at Curbside/Roadside. Plastic bags are not approved containers. The Contractor will return all containers to the point of pickup.

3.10.2.2 As a bid alternate, the collection of Recyclable Material will be conducted through; a cart based single stream system. The City and County shall have the option to require that the Contractor allow the installation of a cart weighing system to be installed in its equipment for the purposes of tracking the amount of recyclables generated from each residence. If the City and County select this system, the Standard Cart for recyclables will be of the sixty-four (64) gallon size and will be imprinted with a serial number and recycling information. The County and City may also choose to add a ninety-six (96) gallon sized cart for Recyclable Material if they determine that there is sufficient demand for increased capacity for residential recyclables.

3.10.2.3 The Contractor shall not collect material that is not listed above unless added to the acceptable materials list by the County and City. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. The Contractor will not collect normally acceptable containers when they

contain unacceptable materials such as sharps (syringes, needles and lancets).

3.10.2.4 The Contractor shall supply and distribute recycling containers to each residence within the service area that does not have a container and shall replace all cracked and damaged recycling containers in the service area. In addition, on demand, an adequate supply of recycling containers shall be delivered to City and County offices for distribution to residents. The cost of these containers will be borne by the Contractor. The City and County shall of a type; size and color approve the recycling containers. Recycling containers may be imprinted with a logo and/or recycling theme as approved by the County and City.

3.10.2.5 The Contractor shall maintain an adequate supply of containers to distribute as described above. Replacement of containers will be made free of charge to the customer.

3.10.3 Preparation of Recyclable Materials for Collection

3.10.3.1 Residents shall place all Recyclable Materials in approved containers. Glass and plastic bottles and jars, no larger than two (2) gallons in size, yogurt cups, margarine tubs aluminum and metal cans, including empty aerosol cans, shall be placed in the blue recycling bin. Newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail and office paper shall be placed in the orange recycling bin. Corrugated cardboard shall be flattened and shall be no larger than three (3) feet by three (3) feet in size. Excess recyclable material may be placed in paper bags or other rigid containers comparable in size to the recycling containers. Cardboard may be placed under or beside the orange recycling bin.

3.10.4 Record Keeping

3.10.4.1 The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of items recycled, by material, and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month.

3.10.5 Contamination

3.10.5.1 The Contractor shall collect the Recyclable Material in such a manner as to minimize contamination. Any load delivered to the processing facility shall contain no more than three percent (3%) contamination by weight or volume. The Contractor shall be responsible for disposal costs for contamination in excess of three percent (3%).

3.10.6 Promotion of the Recycling Program

3.10.6.1 The promotion and education of City of Gainesville and Alachua County citizens about recycling is critical to the success of the recycling program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all recycling customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

3.11 Services to be Performed by the Contractor - Yard Trash

3.11.1 Preparation of Yard Trash for Collection

3.11.1.1 Although the County has no current plans to do so, the County reserves the right to drop curbside yard trash collection during the term of the agreement if changes are adopted in the future that make this necessary.

3.11.1.2 The Contractor shall pick up all Yard Trash from or generated by Residential Property as defined herein which has been properly prepared and stored for collection by the resident as follows:

3.11.1.2.1 Yard Trash, such as leaves, grass clippings and hedge trimmings, shall be placed in reusable containers or paper bags of approximately 35 gallons,

and will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the resident. Plastic bags will not be collected. Non-containerized Yard Trash shall be collected providing that it does not exceed five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment, except as provided herein. The Contractor shall collect Yard Trash free of plastic, metal, glass and other contaminants.

3.11.1.2.2 In the County, each residential unit may place for collection ten (10) reusable containers or paper bags of approximately 35 gallons of Yard Trash per week. Equivalent sized containers or bundles may be substituted for any of the bags. In the City, each residential unit may place out an unlimited volume of yard trash for collection. If the bid alternate for route maximization of County and City collection is selected, the County volume limit will be removed and each residential unit may place out an unlimited volume of yard trash for collection.

3.11.1.2.3 For both the City and County, the Contractor will provide a method whereby residential customers may pay the Contractor to collect Yard Trash in excess of the size or volume limit, except as provided herein.

3.11.1.2.4 Limbs and branches exceeding five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment shall be collected by a Special Service, which shall be arranged between the resident and the Contractor at a fee approved by the County and City. The resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

3.11.1.2.5 The Contractor is not required to pick up material left at residences by tree surgeons.

3.11.2 **Record Keeping**

3.11.2.1 The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of Yard Trash diverted from a Landfill and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports to the County and City, due by the 10th of the following month containing the requested information.

3.11.3 **Promotion of the Yard Trash Recycling Program**

3.11.3.1 The promotion and education of City of Gainesville and Alachua County citizens about Recycling and reuse is critical to the success of the Yard Trash program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all Yard Trash customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

3.12 **Quality Of Service:**

3.12.1 **Contractor's Personnel**

3.12.1.1 **Contractor's Officer(s)**

3.12.1.1.1 The Contractor shall provide to the City and County a list of all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Contract, the Contractor shall notify the County and City of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the City and County reserve the right to investigate the new owner(s) and to terminate the Contract within thirty (30) days of receipt of written notification of the change if, in their judgment, the

new owner(s) will not be able to meet the responsibilities of the Contract.

3.12.1.1.2 The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area as defined in this Contract. The Contractor shall give the names of these persons to the County and City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. There shall be a minimum of three (3) route supervisors assigned full time to the City of Gainesville/Alachua County program. Said supervisors must be available for consultation with the appropriate Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisors shall operate a vehicle which is radio equipped and the Contractor will supply, install and maintain radio equipment for the personnel of the Solid Waste Division of the County and City, or shall provide an alternate means of immediate communication between the supervisors and County and City personnel, said alternate which is approved by both Managers. The method of communication must be available at any time that collection vehicles are on routes.

3.12.2 **Wage and Benefit History**

3.12.2.1 Contractors shall submit to the County details of its standard benefit package including vacation, sick leave, retirement and insurance policies. The Contractor is also requested to supply its assumption for the average wages to be paid at the Alachua County/City of Gainesville operation for the following positions: laborer, equipment operator, clerical, and route supervisor.

3.12.3 **Employee Wages and Benefits**

3.12.3.1 Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment.

3.12.4 **Equal Opportunity**

3.12.4.1 With respect to the County contract, the Contractor for reasons of race, sex, marital status, national origin, creed, age, physical disability or religion shall deny no person employment. Contractors shall submit written policies detailing company commitment to employment of Alachua County residents; company policies toward minority employment and equal opportunity; and current percentage of African-American, Hispanic and female employees.

3.12.4.2 With respect to the City contract, no person shall, on the grounds of age, race, color, religion, sex, disability, gender identity, sexual orientation, national origin or familial status, be refused the benefits of any activities resulting from this RFP, or be otherwise subjected to discrimination under any activities resulting from this RFP.

3.12.5 **Compliance with State, Federal, County and Municipal Law**

3.12.5.1 The Contractor shall comply with all applicable City, County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

3.12.6 **Fair Labor Standards Act DELETE- unless federal funding source requires this language.**

3.12.6.1 The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended from time to time.

3.12.7 **Dangerous Animals and Refuse Collection**

3.12.7.1 Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish Refuse collection. In any case, where the owner or tenants have such animals at large, the Contractor shall immediately notify the appropriate Manager of such condition and of his or her inability to make collection because of such conditions.

3.12.8 **Conduct of Employees**

3.12.8.1 The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted or crossing property of neighboring premises unless residents or owners of both such properties consent. Care shall be taken to prevent damage to property including but not limited to cans, carts, racks, trees, shrubs, flowers and other plants.

3.12.8.2 **Employee Uniform Regulations**

3.12.8.2.1 The Contractor's Solid Waste collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

3.12.8.2.2 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

3.12.8.2.3 The Contractor shall provide operating training and safety training for all personnel.

3.12.8.2.4 The Contractor shall, wherever possible, employ its personnel from residents of Alachua County.

3.13 **Charges, Rates and Level Of Service:**

3.13.1 **Payment And Billing**

3.13.1.1 **Compensation**

3.13.1.1.1 The County and City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under the Contract. The Contractor's Unit Price Schedule for Solid Waste collection shall not include disposal or processing costs. The Contractor will not be required to pay Solid Waste disposal fees. The Contractor shall submit invoices to the City and County by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days of verification of the invoice submitted.

3.13.1.2 **Billing Procedures – City**

3.13.1.2.1 The flow of information between the City and the Contractor shall be as stated in the Billing Procedures Agreement, which is attached hereto and by reference is a part of the City's Contract. Both the City and the Contractor that this Billing Procedures Agreement may be changed from time to time with the mutual consent of both parties to accommodate desirable changes in the billing and collections process understand it.

3.13.1.3 **Billing Procedures – County**

3.13.1.3.1 The total amount of compensation due the Contractor by the County for each year of this Contract shall be computed based on the total number of universal residential units as determined by the non-ad valorem assessment roll for the particular year. Following the non-ad valorem certification for each year of this Contract, the County and the Contractor shall, by written amendment to this Contract, set forth the actual compensation due the Contractor by the County. Compensation for solid waste collection will be based on the actual size carts utilized. For purposes of determining compensation for changes in service, which occur on or before the 15th day

of the month, the Contractor will be compensated based upon the new service for the entire month in which the change is made. For changes, which occur after the 15th day of the month, compensation to the Contractor will be based upon the old service for the month in which the change occurred and upon the new service beginning the month following the month in which the change occurred. If the City of Gainesville annexes a portion of the County's collection area during a fiscal year, the Contractor will continue to provide services to the residents of the annexed area under the terms of the Contract between the Contractor and the County for the remainder of the fiscal year. Subsequent to the fiscal year in which annexation occurs, the Contractor will provide services to the residents in the annexed area in accordance with this Contract.

3.13.1.4 Adjustment to Residential Unit Price

3.13.1.4.1 There shall be no increase in the operational portion of the rates for the first five (5) years of the Contract (October 1, 2009 through September 30, 2014.) In the event the Entities select a seven-year contract term, proposers should submit with their bid any proposed increases in the contract amount for the sixth and seventh years combined. During any extension of this Contract beyond said initial term all rates shall be subject to the prior approval of the City and/or County Commission.

3.13.1.5 Unusual Changes or Costs

3.13.1.5.1 The Contractor may petition the County and City for rate adjustments at reasonable times based on unusual changes in its cost of doing business, and said request shall not be unreasonably refused. Any rate adjustments shall be approved through written amendment to the Contract. Any changes or any other conditions, which occur that reduce the Contractor's cost, shall entitle the County and City to receive a unit rate decrease equal to a minimum of fifty percent (50%) of the savings realized by the Contractor.

3.13.1.6 Fuel Adjustment

3.13.1.6.1 A fuel adjustment surcharge will be paid to the Contractor for fuel cost increases when they exceed ten percent (10%) above the 2009 base price. This adjustment will be calculated on a monthly basis using the *Spot Prices for Low Sulfur No. 2 Diesel*, U.S. Gulf Coast, as published by the Energy Information Administration of the US Department of Energy. The base year for fuel adjustment surcharges will be calendar year 2009. Each monthly fuel adjustment will reflect fuel prices in the preceding billing month. This fuel adjustment will apply to the collection of Residential Solid Waste and Recyclable Material in the City, in the universal refuse collection area and in the subscription service area, and will apply to the collection of Yard Trash and Bulk Items in the City and in the universal refuse collection area.

3.13.1.6.2 A fuel adjustment credit will be returned to the City and County for fuel cost decreases when they exceed ten percent (10%) below the 2009 base price. This credit adjustment will be calculated on a monthly basis if the *Spot Prices for Low Sulfur No. 2 Diesel*, U.S. Gulf Coast, as published by the Energy Information Administration of the US Department of Energy. This fuel adjustment credit will apply to the collection of Residential Solid Waste and Recyclable Material in the City, in the universal refuse collection area and in the subscription service area, and will apply to the collection of Yard Trash and Bulk Items in the City and in the universal refuse collection area.

3.13.1.7 Level and Type of Service for Collection of Other Wastes

3.13.1.7.1 Where the Contractor agrees to collect Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into upon the terms and conditions mutually agreed upon by the Contractor and the customer. All collection and disposal for those types of waste, when

performed by the Contractor, shall be in strict compliance with all federal, state, and local laws and regulations.

3.13.1.8 Sales, Service and Other Taxes

3.13.1.8.1 In the event the Contractor is required, by a change in law, ordinance or resolution, to assess sales, service, or some other tax or surcharge for services provided under this Contract, the amount of such tax or surcharge shall be paid directly by the County or City, as appropriate, or added to the compensation due to Contractor, effective with the effective date such tax or surcharge is due. This paragraph does not apply to franchise fees, administrative fees, or similar fees imposed by the County or the City.

3.14 Performance/Penalties/Default:

3.14.1 Contract Performance

3.14.1.1 The appropriate Manager shall supervise the Contractor's performance of the Contract. If at any time during the life of the Contract, performance is not satisfactory in the City or the County, the Contractor, upon written notification by the appropriate Manager, shall increase the labor force, tools and equipment as needed to properly perform this Contract in that service area. The failure of the appropriate Manager to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by the Contract.

3.14.1.2 The Contractor shall furnish the Managers with every reasonable opportunity for ascertaining whether or not the Work is performed in accordance with the requirements of the Contract.

3.14.1.3 The Managers may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County and City to make such inspections at any reasonable time and place.

3.14.1.4 The failure of the County and City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County and City thereafter to enforce same. Nor shall waiver by the County and City of any breach of provisions herein waive any succeeding breach of such provision.

3.15 Cooperation/Coordination:

3.15.1 The Managers shall be permitted free access and every reasonable facility for the inspection of all Work, equipment and facilities of Contractor. The City and County will conduct a site inspection of the Contractor's facilities and equipment in Alachua County prior to the beginning of the contract term.

3.15.2 The Contractor shall cooperate with the Managers in every reasonable way in order to facilitate the progress of the Work contemplated under this Contract.

3.16 Complaints and Complaint Resolution:

3.16.1 Office

3.16.1.1 The Contractor shall establish an office within Alachua County where complaints can be received. The office shall be equipped with sufficient telephones with at least one local number, which is toll-free from any location within Alachua County, and shall have a responsible person in charge during all collection hours. The office shall be open and the telephones answered during normal business hours, excluding holidays, 8:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturdays of any week where a holiday collection schedule occurs on Friday. In addition, a method shall be available for telephone communication between the Contractor and City and County Solid Waste staff for two (2) hours before and one hour (1) after normal business hours. The Contractor shall submit to the City and County staff the plan to handle administration of the Contract, such as hours of operation for customer service, number of customer service representatives and number of incoming telephone lines.

3.16.1.2 The Contractor shall provide, at the Contractor's expense, a web-based complaint

reporting mechanism for residents to report, at a minimum, missed collection services. The system selected must be approved by the City and County prior to implementation. The system shall be capable of tracking the status of complaint through its resolution and of providing performance reports as prescribed by the City and County. The system must be accessible to the Contactor, the City and County, and the customers.

3.16.2 Complaints

3.16.2.1 In a format approved by the County and City, the Contractor shall prepare and maintain records of all complaints, and indicate the disposition of each complaint. The records shall be available for County and City inspection during business hours. Each record shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received before 12:00 noon it shall be serviced that day; otherwise, it shall be serviced no later than the close of the next working day, including Saturday. A monthly report of all the complaints filed and their disposition shall be provided to the appropriate Manager by the 10th of the following month. Legitimacy of challenged complaints shall be determined based on a joint inspection by the appropriate Manager and representative of the Contractor. Disputes shall be referred to the appropriate Manager for the complainant's area and the decision of the Manager shall be final.

3.16.3 Notification to City and County

3.16.3.1 The Contractor shall notify the City/County of any difficulties encountered in the provision of services as outlined in this contract, within one (1) hour of said difficulty.

3.16.4 Notification to Customers

3.16.4.1 The Contractor shall advertise all route and collection information, including complaint procedures, regulations, days of collection and holiday schedule in a newspaper of general circulation in Alachua County at least once per year, on or about 1 November. The cost of the advertising shall be borne solely by the Contractor.

3.16.5 Complaints not Serviced

3.16.5.1 Should the Contractor fail to perform in accordance with the provisions of the Contract, the City and County shall withhold from any money due the Contractor, not as a penalty but as liquidated damages for such failure to perform, the following amounts, for the following infractions:

3.16.5.1.1	Failure to service complaint within time frame specified herein	60.00 each case
3.16.5.1.2	Total reported missed services exceed 0.05% (Approximately 150) of total services provided in a calendar month.	25.00 each case over base in month
3.16.5.1.3	Notification of City or County by Contractor that a complaint has been resolved, when that complaint has not been resolved	75.00 each case
3.16.5.1.4	Failure to collect solid waste in official City/County yellow bags for excess waste	40.00 each case
3.16.5.1.5	Failure to collect bagged or containerized Solid Waste placed at Curbside/Roadside by a resident awaiting cart delivery or repair	40.00 each case
3.16.5.1.6	Leaving carts or recycling containers so that they block access to a driveway or roadway	40.00 each case
3.16.5.1.7	Failure to contact customer within time frame specified for property damage complaint	200.00 each case
3.16.5.1.8	Failure to repair or replace damaged mailbox within time frame specified	200.00 each case

3.16.5.1.9	Failure to provide estimate for collection of special pickup within time frame specified	100.00 each case
3.16.5.1.10	Complaints requiring City or County action in collecting Household Trash, Garbage, Recyclable Material, Bulk or Yard Trash	200.00 each complaint plus actual costs incurred by the City or County
3.16.5.1.11	Commingling of contracted and non-contracted waste	triple the tipping fee of the entire truckload
3.16.5.1.12	Commingling of Solid Waste, Recyclable Material and Yard Trash that has been separated for collection	250.00 each case
3.16.5.1.13	Failure to tag improperly prepared material	40.00 each case
3.16.5.1.14	Failure to notify customer of alternative Bulk collection or to return for Bulk within twenty-four (24) hours	50.00 each case
3.16.5.1.15	Failure to maintain schedules as established by the requirements of this Contract	300.00 per route missed plus weekly cost of collection per house on route
3.16.5.1.16	Missed collection, for any reason, at residence Contractor has been notified in writing to monitor, unless Contractor has notified City or County office, on the collection day, of a valid reason for the missed collection	100.00 each case
3.16.5.1.17	Collections beginning earlier than or later than permitted by the County or City without prior approval of the appropriate Manager, as specified herein	250.00 each case
3.16.5.1.18	Exceeding time limit for pick up of Bulk Items or White Goods, as specified herein	50.00 each case
3.16.5.1.19	Changing collection routes without notifying the appropriate Manager as specified herein	300.00 each route
3.16.5.1.20	Using Improper Vehicles without City or County consent	200.00 each case
3.16.5.1.21	Spillage or leakage from vehicle not cleaned up within two (2) hours of incident	500.00 each case
3.16.5.1.22	Failure to maintain vehicles so that they do not spill or leak fluids	500.00 each case
3.16.5.1.23	Failure to clean vehicles or containers	100.00 each case
3.16.5.1.24	Failure to properly sign and equip vehicles	50.00 each case
3.16.5.1.25	Loaded vehicles left standing on street unnecessarily	50.00 each case

3.16.5.1.26	Stopping subscription service for any reason without proof of written notification of intent to do so	50.00 each case
3.16.5.1.27	Removal of extra carts without proof of written notification of intent to do so	50.00 each case
3.16.5.1.28	Exceeding time limit for replacement of lost stolen or damaged carts as specified herein	60.00 each case
3.16.5.1.29	Exceeding time limit for delivery of carts to new residences as specified herein	60.00 each case
3.16.5.1.30	Exceeding time limit for exchanging carts as specified herein	60.00 each case
3.16.5.1.31	Failure to submit required records, including, but not limited to, bonds, insurance forms and annual audits	100.00 per month each case
3.16.5.1.32	Not advertising route and collection information once a year as specified herein	300.00 each case
3.16.5.1.33	Failure to deliver residential Solid Waste, Recyclable Materials or Yard Waste to the Designated Facilities in Compliance with the requirements of this Contract	100.00 per ton each case

3.16.5.2 These sums shall be reflective of violations of the terms of the Contract on a per case per day basis. However, the Contractor shall not be liable for damages because of any delays in the performance of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors or suppliers due to such causes.

3.17 **Disputes About Collection of Certain Items**

3.17.1 It is recognized that disputes may arise between the City and County and the Contractor with regard to the collection of certain items. The appropriate Manager may from time to time notify the Contractor by telephone to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification by the appropriate Manager for that area, the County or City will do so and all costs incurred by the County or City, plus a twenty per cent (20%) surcharge, shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If the appropriate Manager determines that disputed Refuse did not conform to Contract specification, the Contractor shall be entitled to reimbursement for the amount deducted.

3.18 **Default and Dispute of the Contract**

3.18.1 It shall be the duty of the Managers to observe closely the Solid Waste, Recycling and Yard Trash collection services and determine if, in the opinion of the Managers, there has been a breach of Contract due to any of the following:

3.18.1.1 The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

3.18.1.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of

the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

- 3.18.1.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,
- 3.18.1.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
- 3.18.1.5 Any lien is filed against the Contractor's premises located in Alachua County because of any act or omission of the Contractor and is not removed or the City or County adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,
- 3.18.1.6 The Contractor has abandoned, failed, or refused to perform or observe each and every provision in the Contract, or has failed or refused to comply with the instructions of the appropriate Manager relative thereto. This shall be considered a material breach of the Contract and the appropriate Manager shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days the Contractor has not eliminated the conditions considered to be a breach of Contract, the appropriate Manager shall so notify the County and/or City Commissions and a public hearing shall be set for a date within fifteen (15) days of such notice. The appropriate Manager shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of this Contract, to the satisfaction of the City and County Commissions, the City and County Commissions may declare a default on this Contract and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the appropriate Manager to take other action.
- 3.18.1.7 If the Contractor or his or her surety fails to cure such default within two (2) days after the final decision, then the County and City Commissions may thereupon declare the Contract canceled. Upon such a declaration of default, all payments due the Contractor shall be retained by the County and City and applied to the completion of this Contract and to damages suffered and expenses incurred by the County and City by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the County and City from the Contractor and less all sums due the County and City for damages suffered and expenses incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the County and City may complete this Contract or any part hereof, either by day labor or by reletting the Contract, and the County and City shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the Contractor for the performance of this Contract and to procure other vehicles of the same kinds and to charge the cost of the vehicles to the Contractor, together with the costs incident thereto.
- 3.18.1.8 In the event the City and County complete this Contract at a lesser cost than would have been payable to the Contractor under this Contract if the same had been fulfilled by said Contractor, then the City and County shall retain such difference. If the cost to the City and County be greater, the Contractor shall be liable for and pay the amount for such excess to the City and County. The City and County must approve any transfer or assignment of the responsibilities of the Contractor by the surety.
- 3.18.1.9 The Contractor shall be excused from performance in cases of war, insurrection, riot or causes deemed by the Manager to be beyond the Contractor's control. If the Contractor is unable to resume full or substantial performance within thirty (30) calendar days, the City and County may terminate this Contract by giving the Contractor five (5) days written

notice. The parties hereto shall thereafter have no further obligations and liabilities under this Contract except those which arose prior to the date performance was interrupted or suspended. For the purpose of this section, a strike shall be considered within the control of the Contractor.

- 3.18.1.10 In the event of a breach by Contractor or excuse of performance under this paragraph such that Contractor is not providing full or substantial performance in the opinion of the County or City, the County or City shall be able to immediately begin negotiation, execute a Contract, and provide service on a temporary basis with another provider during the period that procedures and waiting periods are ongoing without such deemed a breach of this Contract.
- 3.18.1.11 Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Managers, who shall reduce their decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The Managers shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on all parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the appropriate Manager.
- 3.18.1.12 The Contractor expressly recognizes the paramount right and duty of the County and City to provide adequate Garbage and Household Trash collections as necessary government functions, and further agrees, in consideration for the execution of the Contract, that in the event the County and City shall invoke the provisions of this section regarding Contractor breach or in the event of breach by the County or City, Contractor will first negotiate in good faith with the County and City for a resolution of the matter or matters in dispute, failing which, the Contractor will present the matter(s) to a court of competent jurisdiction in Alachua County, Florida, for resolution. Contractor's sole remedy in the event of City or County breach shall be specific performance. Contractor shall not be entitled to suspend its performance under the Contract or seek termination of the Contract.

3.19 **Right To Require Performance:**

- 3.19.1 The failure of the City and County at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the City and County thereafter to enforce the same, nor shall waiver by the City and County of any breach of any provision herein waive any succeeding breach of such provisions.

3.20 **General, Financial and Insurance Requirements:**

3.20.1 **Permits and Licenses**

- 3.20.1.1 Prior to commencing performance under this Contract, the Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the City and County.

3.21 **Title to Waste:**

- 3.21.1 The County and City reserve the right at all times to hold title and ownership to all Solid Waste, Recyclable Material and Yard Trash collected by the Contractor.

3.22 **Subcontractors**

- 3.22.1 Subcontractors shall be allowed only with the prior written approval of the City and County Commissions or the appropriate Manager acting as their legal representative. The consent of the City and County Commissions or the appropriate Manager shall not be construed as making the City or County a party to such subcontract, or subjecting the City or County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and despite such subcontracting the City and County

shall deal with the Subcontractor through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

3.23 **Bonds and Sureties:**

3.23.1 **Bid Bond and Performance Bond:**

3.23.1.1 The Contractor shall furnish two cashier's checks, certified checks or bid bonds in the forms attached to these Specifications payable to Alachua County and to the City of Gainesville in the amount of \$150,000.00. Bid security will be forfeited if the successful Bidder fails to execute a contract with the County or with the City substantially in the form attached hereto within fifteen (15) days after notification of award of the Contract. The County shall within ten (10) days after the opening of the bids, return the bid securities of all Bidders except those posted by the three lowest responsive Bidders, whose bid securities will be returned upon the final award and execution of the Contracts between the successful Bidder and the County and City, and after proof of insurance and/or a Performance Bond as specified herein has been received by the County and the City.

3.23.1.2 The Contractor shall furnish two Performance Bonds in the form attached to these Specifications as security for the performance of the Contract with Alachua County and with the City of Gainesville. The two Performance Bonds will each be in the amount equal to the Contracts, and will remain in force for the duration of this Contract. The Contractor shall pay premiums for the bonds described above.

3.23.2 **Requirements as to Surety**

3.23.2.1 The Performance Bond shall be written by a surety company licensed to do business in the State of Florida with A.M. Best Financial Rating of A Class XV for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The County and City may waive the requirement of Florida resident agent if evidence satisfactory to the County and City is provided that applicable requirements have been met to permit service of process on a State official under State law.

3.23.3 **Insurance Requirements**

3.23.3.1 **Contractor and Subcontractor**

3.23.3.1.1 During the life of this Contract, the Contractor shall procure and maintain insurance of the types and to the limits specified below, and provide the County and City with annual certificates of insurance as evidence thereof. The County and City shall be an additional insured on this insurance with respect to all claims arising out of the operations or Work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to County and City. The Contractor shall require each of its Subcontractors to procure and maintain, until completion of that Subcontractor's services, insurance of the types and to the limits specified below, unless the Subcontractor's Work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its Subcontractors comply with the insurance requirements contained herein.

3.23.3.2 Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

3.23.3.3 **Worker's Compensation**

3.23.3.3.1 The Contractor shall provide and maintain during the life of this Contract, at its own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy shall include employers' liability insurance with a limit of \$100,000 each accident, \$500,000 disease policy

limit and \$100,000 disease each employee. If any operations are to be undertaken on or about navigable waters, coverage shall be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

3.23.3.4 Comprehensive General Liability

3.23.3.4.1 The Contractor shall provide and maintain during the life of this Contract, at its own expense, Comprehensive General Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy (Occurrence Form) filed by the Insurance Services Office and shall include:

3.23.3.4.1.1 Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

3.23.3.4.1.2 Premises and/or operations.

3.23.3.4.1.3 Independent contractors.

3.23.3.4.1.4 Products and/or completed operations.

3.23.3.4.1.5 The contractual coverage shall specify that it covers the hold harmless agreement, which is part of this Contract.

3.23.3.5 Business Automobile Policy

3.23.3.5.1 The Contractor shall provide and maintain during the life of this Contract, at its own expense, Comprehensive Automobile Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and shall include:

3.23.3.5.1.1.1 Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

3.23.3.5.1.1.2 Owned vehicles.

3.23.3.5.1.1.3 Hired and non-owned vehicles.

3.23.3.5.1.1.4 Employers' non-ownership - The contractual coverage shall specify that it covers the hold harmless agreement, which is part of this Contract.

3.23.3.6 Umbrella Liability

3.23.3.6.1 The Contractor shall provide and maintain during the life of this Contract, at its own expense, \$5,000,000 for Solid Waste collection, \$1,000,000 for Recycling, and \$1,000,000 for Yard Trash collection with a hold harmless provision to protect the County and City from any claims arising as a result of services.

3.23.3.7 Certificate of Insurance

3.23.3.7.1 Certificates of all insurance required from the Contractor shall be filed with the County and City and shall be subject to their approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the County and City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Contract and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the Work, renewal certificates shall be furnished thirty (30) days prior to expiration and shall state that such insurance is as required by such paragraphs of this Contract.

3.24 Compliance with Laws and Regulations

3.24.1 The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City and County have ordinances for effecting a Solid Waste management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Contract, the ordinances shall be the governing factor for performance of the

Contract.

3.25 **Indemnity**

3.25.1 The Contractor shall defend, indemnify, save harmless, and exempt the City and County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of or resulting from this Contract or from Work done by the Contractor in the performance of this Contract. In connection with any legal proceedings arising hereunder, the County and City reserve the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

3.26 **Sovereign Immunity**

3.26.1 Nothing in the executed Contracts shall be interpreted to mean that the City or the County waives its right to sovereign immunity granted under Section 768.28, Florida Statutes.

3.27 **Venue**

3.27.1 The Contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits associated herewith shall be brought in the appropriate Court of the Eighth Judicial Circuit, in and for Alachua County, Florida.

3.28 **Public Entity Crimes Form**

3.28.1 In the event that the contract is bid, any person submitting a bid proposal in response to this Request for Proposals must execute the enclosed form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper checks(s), in the space(s) provided, and enclose it with the bid. However, if you have provided the completed form to the submittal address listed in this Invitation to Bid and it was received on or after January 1, of the year in which this bid is advertised, the completed form is not required for the balance of this calendar year.

3.29 **Assignment and Subletting**

3.29.1 The Contract may not be assigned or sublet by the Contractor, in whole or in part, without the prior written consent of the County and City. Such consent may be granted or denied in the sole discretion of the County and City. In the event of any approved assignment or sublet, the assignee shall assume, in writing, all rights, obligations and liabilities of the Contractor as set forth in the Contract.

3.30 **Termination**

3.30.1 The Contract may be terminated by the County or City in the event of breach as provided in Section 3.18, without prejudice to any other rights or remedies the City or County may have under the Contract. The Contract may not be terminated by the Contractor and the Contractor's sole remedy shall be as provided in Section 3.18.1.12.

3.31 **Books And Records**

3.31.1 The County and City shall have the right to review all records maintained by the Contractor on three (3) days written notice. An annual audit of the books and records pertaining to this Contract by a duly licensed Florida independent certified public accounting firm shall be presented to the County and City within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of the Contract and any extension thereof. The statement shall be prepared in such form as to fully disclose all income and expenses properly chargeable to the Work performed under the Contract as a separate operating entity and in a uniform accounting format required by the County and City. In addition, a certified annual financial statement of the parent company or associated entity shall be furnished to the County and City within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Contract and any extension thereof. If and as

applicable the Contractor certifies it will comply with Florida's public records law, Chapter 119, *Florida Statutes*.

3.32 **Notices**

3.32.1 Except as otherwise provided in the Contract, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

3.33 **Illegal Provisions:**

3.33.1 If any provisions of this Contract should be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

3.34 **Construction**

3.34.1 The parties recognize that although prices will be based upon joint City and County prices, separate Contracts will be entered into between the County and the Contractor and the City and the Contractor. Therefore, unless the context of the general or technical Specifications and addenda thereto clearly indicates otherwise, reference in those documents to the County and City when referring to the rights and duties of the County and City will be construed to refer, in the case of the County's Contract, to a right or duty of the County, and in the case of the City's Contract, to a right or duty of the City.

3.34.2 In the event the County terminates its Contract with the Contractor prior to the end of the Contract term for any reason, the Contract between the City and the Contractor will continue on the same terms and conditions. In the event the City terminates its Contract with the Contractor prior to the end of the Contract term for any reason, the Contract between the County and the Contractor will continue on the same terms and conditions.

4.0 **SELECTION PROCEDURES**

The Contractor selected to provide the services described herein will be selected from the qualified Contractors submitting responses to this request for proposal. The selection process will be as follows:

4.1 **Written Submittals**

All the written submittals will be reviewed by the staff of the department requesting the services. Taking into account the Professional Qualifications and the overall written proposal, the department will then select no more than six (6) Contractors. The proposals of these Contractors will then be presented to the staff evaluation team for a thorough review and evaluation per the criteria stated in Section 6.0 of the Request for Proposal.

4.2 **The Staff Evaluation Team**

Generally made up of 3 to 5 members, is selected by the Managers, and includes at least one member each from the user department, with other members selected as deemed appropriate. This staff evaluation team serves in an advisory capacity to the Managers, who is responsible for the final ranking and recommendation to the Board of County Commissioners and the City Commission.

4.3 The Staff Evaluation Team will then review the Professional Qualifications and Written Proposal. In doing so, the team will evaluate proposals in accordance with the evaluation criteria identified in Section 6.0.

4.4 **Presentation**

Upon review and evaluation, the Managers, along with the Staff Evaluation Team, may select no fewer than three (3) of these Contractors for presentations. The Contractors shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations.

These presentations shall be made at no cost to the City or County. (Staff Evaluation Team has the option of waiving this phase of the process upon approval by the Purchasing Division).

4.5 **Selection and Ranking**

Managers, along with the Staff Evaluation Team, shall then select and rank the Contractors, in order of preference, who are deemed to be the most highly qualified to perform the required work. This ranking, including the preferred bid alternate(s), will be presented to the City Commission and County Commission for review and approval.

4.6 **Negotiation of Contract**

The Entities will each negotiate a Contract with the top ranked Contractor for the provision of the work. Should the Entities be unable to negotiate satisfactory Contracts, negotiations will be terminated and negotiations will be initiated with the second most qualified Contractor. Should the Entities be unable to negotiate satisfactory contracts with the second most qualified Contractor, negotiations will be terminated and negotiations will be initiated with the third most qualified Contractor. Should the Entities be unable to negotiate satisfactory contracts with any of the selected Contractors, then the Entities may select additional Contractors from those whose Statement of Qualifications are on file in order of their competence and qualifications and continue negotiations until satisfactory contracts are reached.

5.0 **PROPOSAL REQUIREMENTS AND ORGANIZATION**

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

5.1 **Letter of Interest**

Contractors should include a letter indicating the Contractor's interest in and knowledge of the project and willingness to provide the services.

5.2 **Project Understanding and Approach**

This section should include a narrative necessary to show that the Contractor has an understanding of the scope and objectives to be performed in this project. The Contractor should describe the approach to the provision of services as required herein and the specific work plan to be employed to implement it. Indicate how this project will fit into the total workload of the Contractor during the project period.

5.3 **Contractor's Qualifications and Staff**

Identify the manager and key staff who would be directly assigned to this project. Provide resumes to include years of experience within the area of specialty, length of service with the Contractor and knowledge of local government.

5.3.1 Summary of the Contractor's current workload and ability to satisfy the Entities requirements.

5.3.2 A brief statement shall be included, on the Contractor's background, organization and size.

5.3.3 The one person designated to act as primary liaison between the Contractor and the Entities. In addition, an alternate must be designated to act in the temporary absence of the primary liaison.

5.3.4 Contractors shall demonstrate experience in the scope of services required herein. Describe in detail any prior experience.

5.4 **Ability of Contractor's Professional Personnel**

5.5 **Ability to Meet Time and Budget Requirements**

5.6 **Effect of Project Team Location on Project Responses**

5.7 **Appendix**

The Appendix should include the following information:

5.7.1 List of verifiable references, for whom the Contractor has performed these type services. List any installations performed for governmental entities. The following should be provided for each reference listed:

- 5.7.1.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.
- 5.7.1.2 The name(s) of the Manager or key staff person(s) who worked on the project.
- 5.7.2 A copy of the selected Contractor's current Florida Professional Registration Certificate, if applicable.
- 5.7.3 A statement of the Contractor's equal opportunity policies and practices.
- 5.7.4 Certified Small Business Enterprise Points Request Form **EXHIBIT F**.
- 5.7.5 Copy of current Alachua County Small Business Certification, where applicable.
- 5.7.6 Completed Volume of Previous Work Summary Form **EXHIBIT G**.
- 5.7.7 Completed Drug Free Workplace Form, if applicable **EXHIBIT C**.
- 5.7.8 Fee Proposal Form/Signature and Acknowledgement of Addendum Form **EXHIBIT H**.
- 5.7.9 Completed Subcontractors Form, if applicable **EXHIBIT A**.

6.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the County's Professional Services Evaluation Handbook. A Team composed of County and City staff will evaluate the proposals in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation, Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The Team shall consider the ability of the firm's professional personnel; willingness to meet time and budget requirements; workload; location; past performance; whether a Contractor is a certified Small Business Enterprise; volume of previous work with the County; and location. The Evaluation process provides a structured means for consideration of all these areas.

6.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding Contractor's ability based on experience and qualifications of key staff members, the Contractor's capability of meeting time and budget requirements, whether a Contractor is a certified Small Business Enterprise, volume of work previously awarded the Contractor by the County and City and the Contractor's record with regard to this type of work, particularly in the County, in the City, or in Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the Contractor's current work load, financial stability, and the location where the majority of the technical work will be produced. The Staff Evaluation Team will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

6.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the Contractor's understanding of the proposed approach to be undertaken as addressed in a written proposal. The Staff Evaluation Team will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.

6.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation to the Staff Evaluation Team that addresses both the technical qualifications of the Contractor and the approach to the project. Importance is given to the Contractor's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Staff Evaluation Team will assess the project manager's capability and understanding of the project and her/his ability to communicate ideas. The role of key members of the project team should be established based on the scope of services and the Contractor's approach to the project. The role of any subcontracted Contractor in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done." The Staff

Evaluation Team will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

6.4 **Other factors**

The Other Factors to be considered, but not limited to, are those items, such as Small Business Enterprise status, past performance, and previous amount of work for Alachua County or the City. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the County's Purchasing Code.

7.0 **PROFESSIONAL RESPONSIBILITY**

All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed.

Individual or Contractor shall accept full responsibility for the work as described herein.

7.1 The selected proposer/Contractor shall provide a Certificate of Insurance to the Entities with a Thirty (30) day notice of cancellation. **EXHIBIT D**

If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

7.2 **Performance Bond**

The Contractor shall supply Performance Bonds to the County and to the City in the forms attached to these specifications, in amounts equal to 100% of each Contract Amount as security for the full and complete performance of the contracts and for the payment of all persons furnishing materials or equipment, or performing labor in connection with the contracts. The Surety or Sureties shall be a company or companies satisfactory to the County and the City. Any surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of Florida resident agent may be waived by the County and the City if evidence satisfactory to the County and City is provided that applicable requirements have been met to permit service of process on a Surety official under State law.

EXHIBITS K and L

8.0 **GENERAL TERMS AND CONDITIONS**

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Contractor must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

8.1 **Assignment of Personnel**

All personnel assigned to the project will be subject to the approval of the Entities and no changes shall be allowed unless prior written approval is obtained.

8.2 **Basis for Contract Negotiation**

The proposal will serve as the basis for negotiating the contract.

8.3 **Term of the Contract**

The contract shall be effective for the period to begin based on the date of the executed contract and continuing for a five (5) or seven (7) year term (depending on the term selected by the Entities) with an option by the Entities to renew for two (2) additional five (5) year periods.

8.4 **Reuse of Existing Plans** - Not applicable.

8.5 **Governing Law**

This Contract shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

8.6 **Permits, Laws & Regulations**

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

The selected Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance of such law on the part of the selected Contractor will in no way relieve it of responsibility.

The selected Contractor 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.

8.7 **Award of Contract(s)**

The Entities reserve the right to award contracts to more than one (1) Contractor as determined to be in the best interest of the Entities.

8.8 **Assignment of Interest**

Any individual or Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Entities.

8.9 **Indemnification**

The Contractor agrees to protect, defend, indemnify, and hold the County, the City, and their directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract 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 statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further 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 City and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County and City shall extend to any and all 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. This indemnification provision shall survive the termination of the Contracts between the County and the Contractor and between the City and the Contractor.

Nothing contained herein shall constitute a waiver by the County or the City of sovereign immunity or the provisions of §768.28, Florida Statutes

8.10 **Amendments**

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

8.11 **Successors and Assigns**

The Entities and selected 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 Contract, and any assignment or transfer by the selected Contractor of its interest in the contract without the written consent of the Entities shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Entities or the selected Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Entities or the selected Contractor.

8.12 **Non Waiver**

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 non-compliance.

8.13 **Independent Contractor**

In the performance of the Contract, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the Entities. Except as specified in the Contract, the Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the Contract.

8.14 **Collusion**

8.14.1 The bidder, by affixing his signature to the Fee Proposal Form/Signature and Acknowledgement of Addendum Form EXHIBIT **H**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Contractors 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.

8.14.2 The bidder, by affixing his signature to the Fee Proposal Form/Signature and Acknowledgement of Addendum Form EXHIBIT **H**, declares that no County/City Commissioner, other County/City officer, or County/City 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 the contract.

PROPOSED SUBCONTRACTORS FORM

BID NUMBER: 10-26; Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County

I certify that our Company, listed below, is an Alachua County Certified Small Business Enterprise registered prior to opening for the above Bid/RFP.

Name of Company	Address	____/____/____ Phone Number
Signature	Title	____/____/____ Date

The undersigned representative of the Bidder states that the Bidder has contacted Alachua County’s certified Small Business Enterprises (SBEs) listed below. The SBEs have agreed to perform the work for **the total dollar value and percentage of the bid/contract** set forth below. The undersigned representative of the Bidder further states that the following information regarding SBE Subcontractors is true and correct to the best of his or her knowledge and belief.

Signature	Title	____/____/____ Date
-----------	-------	------------------------

Name of Contractor	Name of Contractor
SBE? Yes/No	SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ %	\$ _____ %
(Total \$ Value)	(Total \$ Value)
_____ %	_____ %
(Total \$ Value)	(Total \$ Value)
Name of Contractor	Name of Contractor
SBE? Yes/No	SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ %	\$ _____ %
(Total \$ Value)	(Total \$ Value)
_____ %	_____ %
(Total \$ Value)	(Total \$ Value)
Name of Contractor	Name of Contractor
SBE? Yes/No	SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ %	\$ _____ %
(Total \$ Value)	(Total \$ Value)
_____ %	_____ %
(Total \$ Value)	(Total \$ Value)

If SBE subcontractors are **not available** for the bid/RFP, a Good Faith Effort Form, EXHIBIT B, **must be completed**.

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: 10-26; Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County

Vendor/Company Name: _____ Phone: _____

I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.

Signature Title Date

In accordance with Section 22.36 of the Alachua County Purchasing Code, the undersigned vendor hereby certifies that (Vendor MUST check one of the following):

The County's SBE directory did not have any vendors available for the above Bid/RFP services.

I, representing the above company, have solicited and received responses from the following certified SBE companies listed below.

Signature Title Date

1	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

2	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

3	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

4	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

5	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code and Section 41-530 of the City’s Financial Services Procedures Manual state that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace..

The undersigned vendor, in accordance with Section 287.087, Florida Statutes, Section 22.09 of the Alachua County Purchasing Code, and Section 41-530 of the City’s Financial Services Procedures Manual, hereby certifies that

Name of Business

does:

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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

**TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

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 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.

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 and the City of Gainesville, as well as their officials, employees and volunteers, are to be covered as Insureds as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the County, the City, their officials, employees or volunteers.

b. The **Contractor’s insurance coverage shall be primary** insurance as respects the County, the City, and their officials, employees and volunteers. Any insurance or self-insurance maintained by the County, the City, and their officials, employees or volunteers shall be in excess of Contractor’s insurance and shall be non-contributory.

II Workers’ Compensation and Employers’ Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, the City and their officials, employees and volunteers for losses arising from work performed by the Contractor for the County or the City.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the County and to the City with a Thirty (30) day 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 a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER and mailing address:

As to the County: Alachua County Board of County Commissioners
c/o Ebix, Inc.
Dept 17-742879396
P.O. Box 257
Portland, MI 48875

As to the County: Alachua County Office of Waste Collection
c/o Milton Towns
105 SE 1st Avenue, Suite 5
Gainesville, FL 32601

As to the City: The City of Gainesville
c/o Steve Joplin
Solid Waste Manager
P.O. Box 490
Gainesville, Florida 32602

STATEMENT OF NO PROPOSAL

We the undersigned have declined to provide a submittal on your RFP No. 10-26 for **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County** for the following reasons:

- We do not offer this service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Other (specify below)

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified offerors for Alachua County.

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202
(352)491-4569 (Fax)

CERTIFIED SMALL BUSINESS ENTERPRISE POINTS REQUEST FORM FOR RFP's

The Technical Qualifications Evaluation phase of the Professional Services Evaluation Process assesses whether a Contractor is a certified Small Business Enterprise (SBEs) and provides for the allotting of points where the Contractor includes in their submittal a request for points allowed for Alachua County's Certified SBEs' participation in accordance with the options listed below and the necessary documentation to substantiate such is provided.

CERTIFIED SMALL BUSINESS ENTERPRISE (SBEs)- REQUEST FOR POINTS 15 POINT MAXIMUM																								
Points for Certified Small Participation is to be awarded using one of the options below:	Points Allowed	Points Requested	Points Assigned																					
Fifteen (15) points are awarded to the Contractor if the Contractor is a certified small business (per Alachua County's current SBE registry at the time set for receipt of submittals) and at least 51% of the job will be performed by the Contractor.	15 pts																							
<p>Eight (8) to thirteen (13) points are awarded if the Contractor commits to a significantly higher certified Small participation than the goal, based on the breakdown indicated below:</p> <p>Percentage of Certified Small Participation:</p> <table border="0" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">at least</th> <th style="text-align: left;">but less than</th> <th style="text-align: left;">Points to be Awarded</th> </tr> </thead> <tbody> <tr> <td>25%</td> <td>30%</td> <td>8 Points</td> </tr> <tr> <td>30%</td> <td>35%</td> <td>9 Points</td> </tr> <tr> <td>35%</td> <td>40%</td> <td>10 Points</td> </tr> <tr> <td>40%</td> <td>45%</td> <td>11 Points</td> </tr> <tr> <td>45%</td> <td>50%</td> <td>12 Points</td> </tr> <tr> <td>50%</td> <td>51%</td> <td>13 Points</td> </tr> </tbody> </table>	at least	but less than	Points to be Awarded	25%	30%	8 Points	30%	35%	9 Points	35%	40%	10 Points	40%	45%	11 Points	45%	50%	12 Points	50%	51%	13 Points	8 pts - 13 pts		
at least	but less than	Points to be Awarded																						
25%	30%	8 Points																						
30%	35%	9 Points																						
35%	40%	10 Points																						
40%	45%	11 Points																						
45%	50%	12 Points																						
50%	51%	13 Points																						
Five (5) points are awarded to a Contractor who has committed to meet the percentage participation goal of 15% as established by the Board of County Commissioners and the Contractor has listed the certified small business(es) and clearly stated the work and percentages of the job that those business(es) will perform.	5 pts																							

VOLUME OF PREVIOUS WORK SUMMARY

TO BE FILLED OUT ONLY BY CONTRACTORS HAVING HAD WORK WITH ALACHUA COUNTY OR CITY OF GAINESVILLE DURING THE PERIODS INDICATED IN THE SUMMARY ABOVE

For the APPLICANT: List all currently active, adjusted* fees and contract numbers for contracts awarded by Alachua County or City of Gainesville for ALL offices and, indicate total adjusted fees executed for the periods noted below. ADJUSTED FEES OF APPLICANT UNDER CONTRACT(S) WITH ALACHUA COUNTY or CITY OF GAINESVILLE ARE TO BE LISTED ACCORDING TO DATE OF AGREEMENTS FOR THE PERIODS NOTED. If proposer has not been awarded any work by Alachua County or City of Gainesville, proposer should indicate such by placing "not applicable" or "N/A" under the total adjusted fee column.

PERIOD	TOTAL ADJUSTED FEE	FACTOR	PORTION OF FEE CONSIDERED
Current and last year (Oct 1 – Sept 30)	\$	X 1.0	\$
Second year past (Oct 1 – Sept 30)	\$	X 0.8	\$
Third year past (Oct 1 - Sept 30)	\$	X 0.6	\$
TOTAL ADJUSTED FEE CONSIDERED			\$

VOLUME OF WORK REPORT – DETAIL

DATES OF AGREEMENT	PROJECT TITLE	ADJUSTED FEE
		\$
		\$
		\$
		\$
		\$

VOLUME OF PREVIOUS WORK - POINTS EARNED

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	<p>_____ points</p> <p>\$ _____</p>
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	

*ADJUSTED FEES: Fees rendered to the Contractor by Alachua County minus fees subcontracted out by the Contractor plus fees for which the Contractor is a subcontractor.

FEE PROPOSAL FORM/SIGNATURE AND ACKNOWLEDGMENT OF ADDENDUM FORM

RFP NUMBER: 10-26
PROPOSAL OPENING DATE: 2:00 pm, Wednesday, April 8,, 2009
RE: Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County

PLACE OF BID OPENING: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

SERVICES to be PRICED
All pricing must be typed in the Excel Attachments D through W (posted on Demandstar as attachments to the RFP) and included your RPF package.
If service prices are not included, your proposal will be deemed non-responsive.

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____-_____-____ FAX: _____-_____-____ DATE: _____

Email Address: _____

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County or to the City of Gainesville 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(11), 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 or proposal, if any, qualifies to be exempt from inspection and copying:

(execute either section I. or II., but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

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

Bidder’s Signature

Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY AND THE CITY OF GAINESVILLE

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

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify, and hold the County, the City, and their officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer 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 jointly by the County and the City and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature

Date

COUNTY AGREEMENT FOR CONTRACTUAL SERVICES

THIS AGREEMENT IS DESIGNED TO BE USED BY ALACHUA COUNTY TO ENTER INTO AGREEMENTS FOR NON-CONSTRUCTION SERVICES THAT ARE ALSO NON-PROFESSIONAL IN NATURE.

USE OF SAMPLE AGREEMENTS IS NOT "INSTEAD OF" A REVIEW PROCESS. SPECIFIC REQUIREMENTS MAY MEAN THAT SOME STANDARDS LANGUAGE NEEDS TO BE CHANGED OR THAT ADDITIONAL LANGUAGE NEEDS TO BE ADDED.

TO BE MODIFIED BY COUNTY DEPARTMENT PRIOR TO VENDOR EXECUTION

REMOVE ALL INSTRUCTIONS BEFORE DRAFT OR FINAL VERSIONS TO THE VENDOR. DO NOT SEND VENDOR AN EDITABLE VERSION OF THIS AGREEMENT. SEND A HARD COPY, PDF OR SIMILAR DOCUMENT. COUNTY WILL CONTROL ALL CHANGES REQUESTED AND MADE.

THE "ENTERED INTO DATE" IS THE DATE THE AGREEMENT IS SIGNED BY THE BOARD

This Agreement is entered into this [redacted] day of [redacted], 20[redacted] between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LEGAL NAME OF VENDOR**, doing business at **LEGAL PHYSICAL ADDRESS OF BUSINESS** hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide **GENERALLY DESCRIBE REQUIRED SERVICES**; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This agreement is effective for [redacted] year(s) beginning [redacted] and continuing through [redacted] unless earlier terminated as provided herein. The County has the option of renewing this Agreement for [redacted] additional [redacted] year periods and the same terms and conditions outlined herein.,

RENEWALS ARE GENERALLY GOVERNED BY BID OR RFP

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

INSERT DUTIES: DO NOT REFERENCE BID/RFP. IF BRIEF, LIST DUTIES UNDER THIS SECTION RATHER THAN USING AN ATTACHMENT.

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

DEPENDING ON THE NATURE/TYPE OF AGREEMENT THESE REPRESENTATIONS MAY NEED TO BE MODIFIED TO REFLECT ACTUAL PROFESSIONAL SERVICES CONTRACTED

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid [an amount equal to *** for each] or [the sum of \$***, allocated in the following manner:

DETAIL PAYMENT SCHEDULE AND TRIGGERS (MILESTONES) FOR PAYMENTS. MAY ALSO REFER TO AN ATTACHMENT IF DETAILED OR INCLUDED IN THE SCOPE OF SERVICE

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and [the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its contractorss, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
ATTN:
Post Office Box ***
Gainesville, FL XXXXX

FOR COUNTY - USE TITLES RATHER THAN REFER TO INDIVIDUALS WHEREVER POSSIBLE

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

Contractor
address

IF EXPENSES ARE ALLOWED: LIST IN DETAIL, EXAMPLE BELOW; OTHERWISE STATE "NO ADDITIONAL REIMBURSABLE EXPENSES WILL BE PAID UNDER THIS AGREEMENT.

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with Section 112.061, Florida Statutes

4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.; Other expenses will be reimbursed as follows:

4.4.1.1. photocopies-\$0.15 per copy or actual cost if out sourced;

4.4.1.2. postage-actual cost;

4.4.1.3. long distance telephone-actual cost;

4.4.1.4. fax-actual long distance telephone cost only.

4.4.1.5. If authorized in writing in advance by the County's representative, the actual cost of other expenditures made in the interest of the work effort.

4.4.2. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Contract, additional compensation shall be paid as follows:

USUALLY REFERS TO A LIST OF HOURLY RATES FOR VARIOUS PROFESSIONAL/ADMINISTRATIVE PERSONNEL. ATTACHED AS EXHIBIT OR ATTACHMENT

5. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

INSERT DUTIES: DO NOT REFERENCE BID/RFP. IF BRIEF, LIST DUTIES UNDER THIS SECTION RATHER THAN USING AN ATTACHMENT

6. **Personnel.**

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
<i>(list)</i>	<i>(list)</i>

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names.

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Title
Dept
PO Box
Gainesville, FL, ZIP

Professional:

Corporate Name
Address
City/State/Zip
ATTN: _____

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Buddy" Irby Clerk of the Court Post Office Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting	and	Office of Management and Budget Attn: Contracts/Grants 105 SE 1st Avenue, Suite 6 Gainesville, Florida 32601
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8. **Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The _____ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the _____ is authorized to provide final termination notice on behalf of the County to the Contractor.

THE PERSON NOTIFYING VENDOR OF DEFAULT SHOULD NOT BE THE SAME PERSON TERMINATING THE AGREEMENT. USUALLY AT LEAST ONE STEP HIGHER

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in

process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but 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 work not performed.

8.3. If 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 Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "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(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all 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 Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the 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 the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in _____ Attachment

11. Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

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

13. Indemnification.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs,

charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this 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 statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further 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. Contractor agrees that indemnification of the County shall extend to any and all 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. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
15. **Successors and Assigns.** 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
16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

ALTERNATE IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION

In the performance of this agreement, Professional will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, techniques, sequence, and procedure utilized by Professional in the full performance of this agreement. Neither Professional nor any of its employees, officers, agents or any other individual directed to act on behalf of Professional for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

Policies and decisions of Professional, which may be represented by Professional in performance of this Agreement, shall not be construed to be the policies or decision of the County.

17. **Collusion.** By signing this Agreement, the 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.
18. **Conflict of Interest.** The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest

due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
27. **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
28. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair

Board of County Commissioners

IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED BY COUNTY MANAGER

ATTEST:

APPROVED AS TO FORM

J. K. "Buddy" Irby, Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST.**

PROFESSIONAL

. ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

**MUST BE ATTESTED (WITNESSED) BY
A DESIGNATED OFFICER OF THE
CORPORATION AND NOT BY A COUNTY
EMPLOYEE – IF NOT INCORPORATED,
THEN SHOULD BE NOTARIZED**

ATTACHMENT A: Scope of Service

ATTACHMENT B: INSURANCE REQUIREMENTS

CITY OF GAINESVILLE
AGREEMENT

This AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2009 between the CITY OF GAINESVILLE, (“CITY”), and _____, (“CONTRACTOR”).

WHEREAS, CITY is desirous of utilizing CONTRACTOR for _____, and

WHEREAS, CONTRACTOR is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONTRACTOR hereby agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide CITY with _____ services as specified in the following enumerated documents (“Contract Documents”), which are referenced hereto and made a part hereof as if fully contained herein:

- ⇒ City of Gainesville Request for Proposal # ___ dated _____.
- ⇒ Addendum No. (if applicable)
- ⇒ Proposal of _____, dated _____.
- ⇒ Any bid clarifications?

In case of a conflict or inconsistency between documents the order of precedence for interpretation shall be this Agreement, Bid Clarification, Addendum No. ___, the Request for Proposal, and the original Proposal submitted by the CONTRACTOR. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

II. TERM

The effective date of this AGREEMENT shall be _____ or the date this AGREEMENT is fully executed. The initial AGREEMENT will continue for _____ years subject to annual budgetary funding in each fiscal year. The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

Prior to the end of the contract period, and upon satisfactory performance, the City, may at its option, negotiate and extend the agreement for up to _____ additional ___-year periods.

III. COMPENSATION/PAYMENT

CONTRACTOR shall be paid in accordance with their price proposal as submitted in their proposal. (ADD ANY CLARIFICATION IF NECESSARY.)

IV. DEFAULT AND TERMINATION

Default and termination shall be handled as specified in the Request for Proposals.

V. INSURANCE AND BONDS

The provision of insurance and a performance bond shall be as specified in the Request for Proposals.

VI. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense, including attorney's fees and costs, in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY

CONTRACTOR

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

(CONTRACTOR)

Russ Blackburn
City Manager

Printed name: _____
Title: _____

WITNESS:

WITNESS:

Printed name: _____

Printed name: _____

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2), F.S.

January 5, 2007

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

January 5, 2007

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

January 5, 2007

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

January 5, 2007

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

January 5, 2007

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
200___, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me **OR** has produced _____ as
identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (NO P.O. BOX):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME)
PRINCIPAL BUSINESS ADDRESS (NO P.O. BOX)

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville
PRINCIPAL BUSINESS ADDRESS: 200 East University Avenue
Gainesville, Florida 32601

TELEPHONE NUMBER: (352) 334-5070
(Public Works Department)

CONTRACT DETAILS

DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO #, RFP, OR BID #:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the City of Gainesville as Obligee, hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with City, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees, including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

Then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder or the specifications referred to therein shall in any way affect obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to City for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by City.

Signed and sealed this ____ day of _____, 200__.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by
_____, as _____ of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ **ATTORNEY IN FACT**

FORM OF BID BOND

**STATE OF FLORIDA
COUNTY OF ALACHUA**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called Bidder), and _____ as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of **\$100,000.00**, for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County for Public Works/Waste Management**, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.

Signed and sealed this _____ day of _____, 2009.

WITNESSES: _____

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

(Agent and Attorney-in-Fact)

By _____

(Street)

Address _____

(City/State/Zip Code)

Telephone No. _____

RFP: #10-26

Project Name: **Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and Alachua County for Public Works/Waste Management**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(hereinafter called "Principal") and _____ (hereinafter called "Surety"), are held and firmly bound unto the City of Gainesville, Gainesville, Florida (hereinafter called the "Owner") in the sum of **\$100,000.00**, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents; and

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the City of Gainesville, for furnishing certain labor, materials, or equipment and performance of the work covered in the Bid Form and in accordance with the Specifications; and

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in an amount of \$150,000.00, shall be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within fifteen (15) consecutive calendar days after written notice having been given of the award of the Contract;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the Principal, within fifteen (15) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Owner and furnishes a Performance Bond in required form for the full amount of the Contract, if such Performance Bond is required, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay the said sum immediately upon demand of the Owner in good and lawful money of the United States of America as liquidated damages for the failure thereof of said Principal.

IN WITNESS WHEREOF, _____, as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and _____, as Surety herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this ____ day of _____, 20____.

ATTEST:

AS TO PRINCIPAL:

Title: _____

By: _____
Title: _____

ATTEST:

AS TO SURETY:

Title: _____

By: _____
Title: _____

COUNTERSIGNED

BY: _____

Name: _____

Title: _____ Resident Agent

Street Address: _____ *

*Note: Post office address of resident agent is not acceptable.

This Bond shall be accompanied by Attorney-in-Fact's and Agent's authority from Surety

DESCRIPTION OF THE UNIVERSAL CURBSIDE COLLECTION AREA OF THE UNINCORPORATED AREA OF ALACHUA COUNTY

The following is a description of the property subject to the non-ad valorem assessment for collection, disposal and recycling of solid waste in the Universal Area:

A rectangle with its eastern boundary running north and south between the southeast corner of Section 8, Township 9 South, Range 21 East and the southeast corner of Section 29, Township 10 South, Range 21 East, with its western boundary running north and south between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 26, Township 10 South, Range 18 East, with its northern boundary running east and west between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 8, Township 9 South, Range 21 East, and with its southern boundary running east and west between the southeast corner of Section 26, Township 10 South, Range 18 East and the southeast corner of Section 29, Township 10 South, Range 21 East; less the incorporated area of the City of Gainesville.

In addition to the area described above, the subdivisions and contiguous areas listed on Pages 2, 3, 4 and 5 of this Attachment A have been added to the original mandatory area.

ADDITIONS TO THE ORIGINAL MANDATORY AREA

Fiscal Year 2008-09

<u>Plat Book</u>	<u>Subdivision</u>
25-p. 91	Arbor Greens Phase 1, Unit 1
TBD	Arbor Greens Phase 1, Unit 2
24-p. 24-26	Belmont Cluster
26-p. 18	Bristol Oaks Rural Ag. Subdivision
26-p. 14-16	Caraway
24-p. 33	Carollton
24-p. 23-25	Charleston
24-p. 21-22	Charleston Phase II
F-63	Country Club Estates
24-p. 64	Dalton Pines
25-p. 50	Eden's Crossing
I-97	Edgecliff
I-87	Farms of Kanapaha
G-61	Farnsworth's Tioga Heights
G-87	Farnsworth's Tioga Heights 1st Addition
R-41	Foxboro at Wyngate
M-86	Gator Get-away (Misty Oaks)
H-70	Grassy Lake Estates
H-70	Grassy Lake Estates, Lots 100-105
H-70, A&B	Grassy Lake Estates, Replat
J-50	Hammock Ridge Unit 1
O-6, 7	Hammock Ridge, Unit 2
23-p. 8-9	Hammock Ridge, Unit III-A
24-p. 43-44	Hammock Ridge, Unit III-B (Meadows on the Prairie)
25-p. 19	Hammock Ridge, Unit III-C
25-p. 15-16	Hammock Ridge, Unit III-D
25-p. 17-18	Hammock Ridge, Unit III-E
26-p. 2-4	Hammock Ridge, Unit III-F
26-p. 33	Hammock Ridge, Unit III-G
26-p. 33-40	Hammock Ridge, Unit IV
TBD	Hawks Ridge
O-67	Holly Hills
N-07	Ivy Park
Q-69	Ivy Park Replat Lots 1,2,3
P-30	Jockey Club Unit 1
P-47	Jockey Club Unit 2
R-32	Jockey Club Unit 3
S-85	Jockey Club Unit 4
T-13	Jockey Club Replat Lots 47 & 48
22-p. 52	Jockey Club Unit 5
N-13	Kanapaha Highlands Unit 1
P-31	Kanapaha Highlands Unit 2
R-33	Kanapaha Highlands Unit 3
T-19	Kanapaha Highlands Unit 4

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

<u>Plat Book</u>	<u>Subdivision</u>
T-85	Kanapaha Highlands Unit 5
U-51	Kanapaha Highlands Unit 6
J-73	Kanapaha Pines
L-55	Kanapaha Pines Unit No. 2
U-42	Kanapaha Pines Unit No. 3
L-21	Koinonia
I-78-79	Leeaire Estates
24-p. 88-90	Longleaf, Unit 1, Phase I
25-p. 53-54	Longleaf, Unit 1, Phase II
25-p. 55	Longleaf, Unit 1, Phase III
26-p. 50	Longleaf, Unit II, Phase IV
26-p. 53	Longleaf, Unit II, Phase V
TBD	Longleaf, Unit III, Phase VI
F-74	Los Trancos Woods
I-99	Meadows of Kanapaha
O-17	Meadows Of Kanapaha Replat Lots 43-44
23-p 35-41	Meadows Of Kanapaha, Phase II
S-53	Oakleigh, Phase I
26-p. 59	Old Oaks Estates
P-25	Parker Place, Phase 1
R-4	Parker Place, Phase II-A
R-65	Parker Place, Phase II-B
R-30	Parker Place, Phase II-C
S-17	Parker Place, Phase III-A
S-92	Parker Place, Phase III-B
TBD	Parkwest Estates
O-19-20	Patio Homes Of West End II-A
O-53-54	Patio Homes Of West End (Replat II-A & II-B)
Q-13-14	Patio Homes Of West End II-B
J-16	Plantation
O-70	Plantation Lot 14 Replat
L-12	Prairie Oaks
K-03	Prairie Pointe
I-73	Prairie South, Phase I
K-36	Prairie South, Phase II
L-17	Prairie South, Phase III
26-p. 84	Red Oak Estates
O-09	Rolling K
U-34	Saddlebrook Farms
I-01	San Souci
25-p. 73	San Therese Addition
23-p. 57-59	Santa Fe Forest
J-14	Seminole Woods, Unit 1
L-07	Seminole Woods, Unit 1 Replat

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

<u>Plat Book</u>	<u>Subdivision</u>
L-46	Seminole Woods, Unit 2
N-92	Shady Oak Estates
O-03	Shady Oak Estates, 1 st Addition
T-66	Somerset
S-88-89	Steeplechase Farms
T-70	Steeplechase Farms Replat
R-39	Sterling Place Unit 1
R-81	Sterling Place Unit 2
S-59	Sterling Place Unit 1 Replat Lot 24
T-31	Sterling Place Unit 3
25-p. 88	Strawberry Fields, Unit 1
25-p. 89	Strawberry Fields, Unit 2
J-26	Sunny Acres
22-p. 54	The Grove
J-17	Thousand Oaks
O-100	Thousand Oaks Replat Lot 12
S-72-73	Town of Tioga
T-36	Town of Tioga Unit 2
22-p. 29	Town of Tioga Phase 3
22-p. 74	Town of Tioga Phase 4
23-p. 27	Town of Tioga Phase 5
24-p. 27	Town of Tioga Phase 6
24-p. 57	Town of Tioga Phase 7
25-p. 56	Town of Tioga Phase 8
25-p. 77	Town of Tioga Phase 9
26-p. 45	Town of Tioga Phase 10
26-p. 46	Town of Tioga Phase 11
27-p. 94	Town of Tioga Phase 12
28-p. 13	Town of Tioga Phase 13
25-p.35-37	Turnberry Lake Phase 1
25-p. 80-83	Turnberry Lake Phase 2
TBD	Turnberry Lake Phase 3
24-p. 65	Utopia
M-81	Villas of West End Unit No. 1
O-93-94	Villas Of West End Unit 1 Replat
N-42	Villas of West End Unit 1B
O-92	Villas Of West End Unit 1B Replat
N-93-94	Villas Of West End Unit Two Replat
H-72	Way West Subdivision
23-p. 34	Welch
E-31	West End Estates, Gainesville's
J-05	West End Golfview Estates
L-39	Westside Farms
27-p.44	Willow Oak Plantation

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

<u>Plat Book</u>	<u>Subdivision</u>
O-85-86 23-p. 42-43	Wyngate Farms Wynsong
UNRECORDED	Canterbury, surveyed by Terrence J. Brannan, 10/8/1986
UNRECORDED	Edwards Rural Ag. Subdivision
UNRECORDED	Fletcher Center West, surveyed by M.K. Flowers, 4/4/1975, and 6/23/1978
UNRECORDED	Marchant Meadows, surveyed by Alachua County Land Surveyors
UNRECORDED	Miller Farms, surveyed by David D. Parrish Land Surveyors, Inc.
UNRECORDED	Millhopper Road Estates, surveyed by William D. Parrish, 9/18/1971
UNRECORDED	North Hampton, surveyed by Alan Haaker
UNRECORDED	Prairie Breeze, surveyed by Mike Pardue, 6/15/2004
UNRECORDED	Rolling Meadows Unit 2, surveyed by M.K. Flowers and H.H. Green
UNRECORDED	Sullivan Plantations, surveyed by Stacy Hall, 3/24/2004
UNRECORDED	Turkey Ridge, surveyed by Terrence J. Brannan, 10/5/2000 and 1/24/2002
UNRECORDED	Wacahoota Ridge, surveyed by Mike Pardue, 8/12/2002
UNRECORDED	Windy Hills, surveyed by Harris Green, 5/28/1979

Additional Areas Added

Gated Community S of Williston Road (20 Parcels)

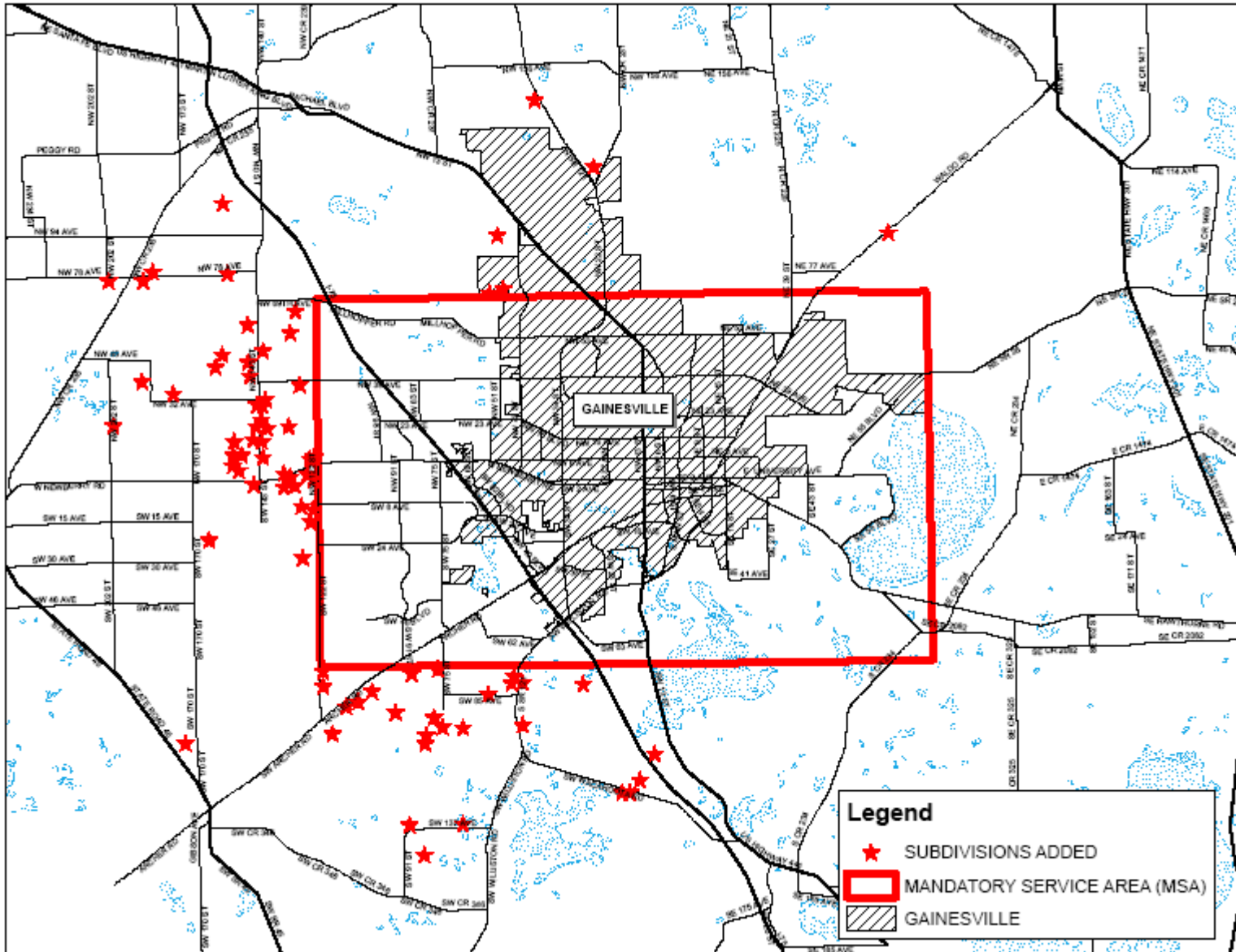
20 parcels located on SW 42nd Terrace, 43rd Drive & 80th Place S of Williston Rd. and N of Savannah Point. Parcel numbers within D L Clinch Grant 07231-112-001 thru -018, 07231-110-000, -111-000 & 114-000.

West Newberry Road (4 Parcels)

4 parcels S of W. Newberry Road, W of Town of Tioga and E of Jockey Club. Parcel numbers 04333-002-000, -003-000, -003-001, & -004-000.

SW 75th & 77th Streets (15 Parcels)

15 Parcels S of SW 73rd Avenue on SW 77th Street & W Side of SW 75th Street between and including 7316 and 8012. Parcel numbers 07098-009-000, -010-000 thru -003, -011-000 thru -018-000, -025-000 & -001.



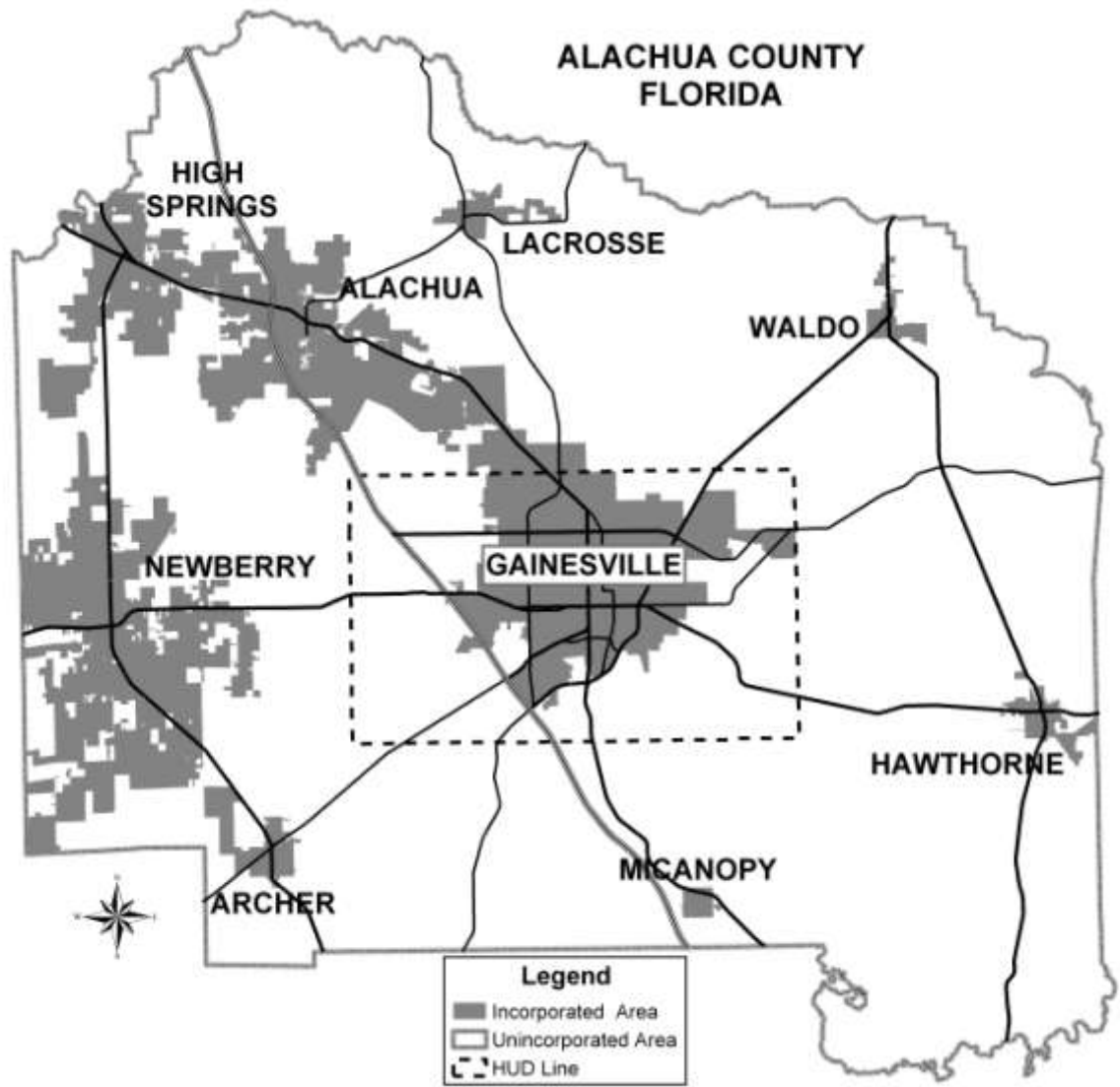
SUBSCRIPTION COLLECTION AREA
**LEGAL DESCRIPTION OF THE AREA SUBJECT TO THE NON-AD VALOREM
 ASSESSMENT FOR THE OPERATION OF THE RURAL COLLECTION
 CENTERS INCLUDING RECYCLING AND DISPOSAL**

Alachua County.--The boundary lines of Alachua County are as follows: Begin where the range line between ranges sixteen and seventeen east intersects the thread of the Santa Fe River; thence run south on said range line to the southwest corner of section seven, township eleven south, range seventeen east; thence run east along the south line of sections seven, eight, nine, ten, eleven and twelve to the northwest corner of section eighteen, township eleven south, range eighteen east; thence run south along the west line of sections eighteen, nineteen, thirty and thirty-one, township eleven south, range eighteen east to southwest corner of said section thirty-one; thence run east along south line of sections thirty-one, thirty-two, thirty-three and thirty-four to southeast corner of section thirty-four, township eleven south, range eighteen east outside of Arredonda Grant; thence run north along east line of said section thirty-four to southwest corner of section thirty-four, township eleven south, range eighteen east inside said grant; thence run east along the township line between townships eleven and twelve, south, to its intersection with the west margin of Orange Lake; thence following the western and southern margin of Orange Lake to its intersection with the range line between range twenty-two and twenty-three east; thence run north along said range line to where same is intersected by the north and east margin of Santa Fe Lake; thence run north following the east margin of said Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A", page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section

twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the line between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner of the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the

southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section six; thence west along the north line of said section six to the northwest corner of said section six; thence north along the east line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twenty-one east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner of the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the

thread of said Santa Fe River to its intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its southernmost intersection with the east line of section two, township seven south, range seventeen east; thence run south along the east line of said section two to the northeast corner of section eleven, township seven south, range seventeen east; thence run south along the east line of said section eleven to the northeast corner of government lot four in said section eleven; thence run west to the northwest corner of said government lot four; thence run south along west line of said government lot four to the southwest corner of said government lot four; thence run west along the south line of said section eleven to the northwest corner of section fourteen, township seven south, range seventeen east; thence run south along the west line of said section fourteen to the southwest corner of said section fourteen; thence run east along south line of said section fourteen to its intersection with the thread of the Santa Fe River; thence run southerly and westerly along the thread of said river to the point of beginning; less the incorporated areas of the City of Alachua, the City of Archer, the City of Gainesville, the City of Hawthorne, the City of High Springs, the Town of LaCrosse, the Town of Micanopy, the City of Newberry and the City of Waldo; and less the Mandatory Area as described in Attachment A.



BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____

Will you subcontract any part of this work: Yes _____ No _____ If so, give details: _____

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes _____ No _____

If so, you must include all government contracts in Florida with contact information for that agency please indicate below and total number of homes serviced, number of service complaints as per month average. (attached additional sheets as needed to complete this request)

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- 1) Firm: _____ Phone: _____
Contact Person: _____
- 2) Firm _____ Phone: _____
Contact Person: _____
- 3) Firm: _____ Phone: _____
Contact Person: _____

Are your employees screened by: (indicate)

- 1) Polygraph _____
- 2) General Interview _____
- 3) Background Investigation _____
- 4) Police Record Check _____
- 5) Additional _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes_____ No_____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE:

AUTHORIZED SIGNATURE: