



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS



INVITATION TO BID

SPECIFICATION FOR: Annual Firm Fixed Bid Prices for Annual Transport and Disposal of Hazardous Waste for Alachua County for the benefit of the **Environmental Protection Department** on an as needed basis effective for the period beginning on the date of the fully executed contract, or **October 1, 2011**, through **September 30, 2012**, at the County's sole option to renew at the price(s) provided within this bid **two (2) additional one (1) year-periods**.

BID NUMBER: 12-193

BID OPENING DATE: 2:00 pm, Wednesday, June 1, 2011

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

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

- 1.1 **Purpose** - Alachua County is calling for and requesting the submission of bids for **Annual Transport and Disposal of Hazardous Waste**.

The herein included Instructions to Bidders (**PART A**), Terms and Conditions (**PART B**), Technical Specifications (**PART C**), Bidders Check List (**PART D**); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

- 1.2 **Submission of Bids** - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

- 1.3 All printed and photocopied documents related to the submission of this ITB and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

ONE (1) ORIGINAL SUBMISSION AND 0 copies of the bid in a sealed envelope, clearly marked **12-193; Annual Transport and Disposal of Hazardous Waste** shall be delivered to the Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, June 1, 2011**.

LATE BIDS WILL NOT BE CONSIDERED

- 1.4 **Proprietary Information** - Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is 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**.

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 County 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 County by reason of any legal action challenging your designation.

- 1.5 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

- 1.6 **Non-Warranty of Specifications** - Due care and diligence have been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 1.7 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Purchasing Division, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Matt Stevens** at (email address) mstevens@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.8 **Acceptance/Rejection** - Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.
- Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.
- 1.9 **Withdrawal of Bids** - Any bidder may withdraw his bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.
- All prices bid shall remain firm for a period of 90 days after the bid opening.
- 1.10 **No Bid Submitted** - If you are not submitting a bid, please respond by returning only the Statement of No Bid Form, **EXHIBIT G** and explain the reason in the space provided. Failure to submit the Statement of No Bid may result in your name being deleted from the list of qualified bidders for Alachua County.
- 1.11 **Small Business Enterprise Program Participation**
- 1.11.1 Alachua County has adopted a 15% participation goal, and policies which encourage participation of Small Business Enterprises (SBE) in the provision of materials, supplies, equipment, services and construction.
- 1.11.2 The County will award a 5% bid price preference, not to exceed \$50,000.00 on any single bid, to any SBE that submits a bid to the County.
- 1.11.3 The County will award a 3% bid price preference, not to exceed \$50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.
- 1.11.4 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed \$50,000.00.
- 1.11.5 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.
- 1.11.6 The County will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.
- 1.11.7 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.
- 1.11.8 Proposed Subcontractors Requirements:
- 1.11.8.1 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 C**.
- 1.11.8.2 If SBE subcontractors are not available for the bid/RFP you must complete a Good Faith Effort Form, **EXHIBIT D**.
- 1.11.8.3 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements.

1.12 **Good Faith Effort Requirements**

- 1.12.1 In accordance with Section 22.36, Alachua County Code, 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://smallbusdir.alachuacounty.us/>
- 1.12.2 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. The following factors shall be considered in making such determination:
 - 1.12.2.1 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.
 - 1.12.2.2 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.
 - 1.12.2.3 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.
 - 1.12.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT D**.

- 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., 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** Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states 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 **EXHIBIT E**, secondly to certified Small Business Enterprises (SBEs) bidders.

- 1.15 **Subcontractors** - Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **EXHIBIT C**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.0 **QUALIFICATION OF BIDDERS**

- 2.1 **Consideration** - Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.
- 2.2 **Bidder's Questionnaire** - The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire EXHIBIT B.**
- 2.3 **Performance** - The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 **EXAMINATION OF PROPERTY**

- 3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

The bidder is also required to carefully examine the specifications and contract documents, to inform himself 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 bidder of complete performance under the contract.

4.0 **QUALITY**

- 4.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 **LAWS, PERMITS AND REGULATIONS**

- 5.1 **Permit, Application, and License Fees** - The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 5.2 **Compliance** - The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm 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 on the part of the contracted firm will in no way relieve it of responsibility.

The 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.

6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- 6.1 **Consideration of Bid and Award** - The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.
- 6.2 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.
- 6.3 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within ninety (90) days after the opening of the bids by written notice to the successful bidder(s).
- 6.4 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

7.0 **ACCEPTANCE OF BID**

- 7.1 **Acceptance of Offer** - The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 **PERFORMANCE**

- 8.1 **Performance Time** - All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

9.0 **COLLUSION**

- 9.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

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

10.0 **ADDENDA**

- 10.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

PART B - TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

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

COUNTY/OWNER: Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

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

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

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

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

CONTRACTOR: Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

DIRECTOR: The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

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

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

2.0 CONTRACTOR'S INSURANCE

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT F**.

- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

3.0 BONDING REQUIREMENTS

4.0 MODIFICATIONS

- 4.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 4.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

5.0 SEVERABILITY

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

6.0 INDEPENDENT CONTRACTOR

- 6.1 In the performance of this agreement, 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 County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

7.0 **TERM OF THE CONTRACT**

- 7.1 The agreement shall be effective for the period beginning on the date of the fully executed contract and continuing through **September 30, 2012** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in.
- 7.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 7.3 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

8.0 **RESPONSIBLE AGENT**

- 8.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **EXHIBIT H**.
- 8.2 The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 8.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

9.0 **ASSIGNMENT OF PERSONNEL**

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

10.0 **GOVERNING LAW**

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

11.0 **AWARD OF CONTRACT(S)**

- 11.1 The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.

12.0 **ASSIGNMENT OF INTEREST**

- 12.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor 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.

13.0 **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 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 its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns.

13.2 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.

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

14.0 **AMENDMENTS**

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

15.0 **DEFAULT AND TERMINATION**

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

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

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

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

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

16.0 **SUCCESSORS AND ASSIGNS**

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

17.0 **NON WAIVER**

17.1 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.

18.0 **BOOKS AND RECORDS**

18.1 The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

19.0 **ACCIDENT PREVENTION**

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

- 19.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

20.0 **WORKPLACE VIOLENCE**

- 20.1 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.

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

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

21.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

- 21.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.

- 21.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

PART C- TECHNICAL SPECIFICATIONS

1.0 SCOPE

- 1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

2.0 STATEMENT OF INTENT

2.1 Background

- 2.1.1 The Alachua County Environmental Protection Department currently operates a permanent Hazardous Waste (HW) Collection Center at 5125 NE 63 Avenue, Gainesville, where Alachua County residents can properly dispose of their Household Hazardous Waste six days a week. Additionally, Conditionally Exempt Small Quantity Generator (CESQG) waste is currently accepted as well. In addition to the permanent facility, the County also operates five Rural Collection Centers throughout the County and holds multiple mobile HHW collection events within Alachua County each year.
- 2.1.2 Materials collected at the satellite facilities will be transported to the HW Collection Center and incorporated into the existing inventory. Wastes collected at these facilities will be identified, bulked, lab packed, neutralized, recycled, labeled, packaged for shipment or otherwise managed by the County. Drums and containers will meet or exceed all state and federal regulations. Materials may be Hazardous Wastes, Universal Wastes or Non-Hazardous Wastes. HHW and CESQG wastes will be commingled and will no longer be identifiable or separable once packaged by the County.
- 2.1.3 Purpose: Alachua County Environmental Protection Department is seeking bids for the following services as itemized in Part D, Bid Form:
- 2.1.4 Lot A - Bulk Packs and Lot B -Loose Packs: The intent is to procure the best service and price for pick up, transport and disposal of individual waste streams which are generated on a regular basis. These waste streams are generally predictable and in large quantities. These items may be awarded on a line item basis.
- 2.1.5 Lot C - Lab Packs: The intent is to procure services with the expertise for managing wastes that vary widely in composition and properties. The pick up, transportation and disposal of these specified wastes will include training and protocol preparation. This lot may be awarded as a whole.
- 2.1.6 Lot D- Additional Services: Labor, facilities and materials for services not included in the above.

3.0 TECHNICAL QUALIFICATIONS

3.1 Regulatory Status of Wastes

- 3.1.1 Household hazardous wastes, as well as CESQG wastes, are exempted from hazardous waste disposal requirements under Title 40 of the Code of Federal Regulations, Section 261.4(b)(1). However as outlined by the USEPA, the reasons that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by consumers in their households. To insure the protection of the public's health, safety and welfare, the County requires materials collected through the HHW and CESQG programs that would otherwise meet the definition of a hazardous waste be managed and transported as regulated hazardous waste.
- 3.1.2 It is therefore required by the County that all HHW which is collected by the CONTRACTOR and cannot be reused or recycled be properly identified, labeled and manifested for treatment or disposal as a Subtitle C hazardous waste.

3.2 Bidder Requirements

- 3.2.1 The Bidder shall be, at the time of bid opening and during the contract period, licensed to collect, transport, recycle and/or dispose of hazardous wastes in the State of Florida. The County's waste shall only be delivered to fully-permitted Part B RCRA disposal facilities which maintain a permit from the Environmental Protection Agency (EPA) or from an Authorized State and is designated as a Treatment, Storage, and Disposal Facility (TSDF) as identified in 40 CFR 254 and subsequent disposal of these materials in a manner permitted by all applicable laws and regulations. As part of this Bid Request, Alachua County Environmental Protection Department reserves the right to stipulate the method of disposal used for treatment of these wastes. Preference will be given to the following waste disposal hierarchy: recycling or reuse, reprocessing, fuels blending and incineration. Additionally, the successful Bidder shall furnish to the County a Certificate of Destruction within 120 days of taking possession of the waste.
- 3.2.2 The following certifications must be submitted at the time of Bid Opening:

- 3.2.2.1 The Bidder should submit the Bidders EPA Identification Number and proof of Department of Environmental Protection (DEP) Hazardous Waste Transporter Registration.
- 3.2.2.2 The Bidder shall have been continuously engaged in the performance of waste management activities for which they are bidding for a period of at least 3 years immediately preceding bid submission.
- 3.2.2.3 The Bidder should submit a reference list of at least two (2) customers other than Alachua County to whom they have provided a similar service to within the past twenty-four (24) months.
- 3.2.2.4 The Bidder shall submit the resume of all Supervisory personnel who will be involved in any aspect of this program with the County and indicate their availability for this work.
- 3.2.2.5 The Bidder shall submit a Waste Disposal Site List that will include all disposal sites the Bidder intends to use for the disposal of wastes generated under this Contract. All storage/ transfer/ transportation/ processing/recycling/treatment and disposal facilities shall be listed. This includes primary, secondary and ultimate disposal sites. The transportation and disposal facilities should list the location, contact, phone, and EPA ID number of each facility. For each waste stream, Bidders must identify a complete trail of the proposed waste management method from collection of the waste, transfer or storage, recycle or disposal facility, through ultimate disposal.
- 3.2.2.6 The Bidder shall submit a complete list of all enforcement actions against each facility including: Warning Notices, Notices of Violation, Outcomes, and Consent Orders the Bidder has received in the United States, for the three years prior to date of this Contract. Included will be the amount of any fines, penalties or judgments levied against the facility.

4.0 GENERAL REQUIREMENTS

- 4.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the County or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The CONTRACTOR shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements such as flooding, rainstorms, wind damage, or vandalism.
- 4.2 Within five (5) days after receipt of notification of award of bid, CONTRACTOR shall meet with the County representative(s) to discuss job procedures and scheduling.
- 4.3 All CONTRACTOR personnel involved in the collection, handling, transportation, treatment and/or disposal of household hazardous materials shall have all training required by Federal, State and Local rules and regulations. Proof of training shall be provided to the County by the Contractor prior to contract award.
- 4.4 The CONTRACTOR shall comply with all applicable requirements of 40 CFR and 49 CFR (Code of Federal Regulations) regarding the lawful transportation and management of hazardous wastes.
- 4.5 The CONTRACTOR shall notify the County within (48) forty-eight hours of notice of any Legal or Regulatory Actions, or any Notices of Violation taken against the CONTRACTOR utilized within the scope of this Contract.
- 4.6 Additional or alternate Disposal Sites and/or subcontractors may not be utilized by the CONTRACTOR for services within the scope of this Contract without written authorization from the County.
- 4.7 The County shall allow the use of subcontractors in the performance of activities specified in the Invitation to Bid. If subcontractors are allowed by the County, then the CONTRACTOR must meet all of the minimal requirements specified within the Invitation to Bid for work performed by the CONTRACTOR and the subcontractor must meet all of the minimal requirements for activities which will pertain to functions performed by the subcontractor. The CONTRACTOR shall be solely responsible for the activities performed by the subcontractor and the CONTRACTOR shall indemnify and hold The County harmless for any work or services performed by the subcontractor. The CONTRACTOR shall identify in its bid submittal package, all subcontractors who will perform work identified in the Invitation to Bid and the scope of work they will perform. Subcontractors identification shall include the name, address, telephone number, fax number, contact person, license or permit numbers and the experience the subcontractor has performing these activities. A duly licensed Treatment Storage Disposal Facility (TSDF) which is not owned by the CONTRACTOR, and which is approved by the County shall not be considered subcontract activity as relating to the Invitation to Bid.
- 4.8 The CONTRACTOR shall provide the following documents during the course of contract performance:
 - 4.8.1 Copies of Manifests, Original Manifests, Certifications, Land Disposal Restriction forms and other federally required documents for the management of hazardous waste within Federal or state mandated time frames.
 - 4.8.2 A Certificate of Tracking (COT), at least semi-annually, providing the status of all County waste handled by the CONTRACTOR. The COT should clearly indicate the current status and management trail from pickup through all intermediate, final and ultimate disposal facilities. Include the pickup manifest number, pickup date, container numbers, TSDF site name and location, TSDF EPA identification number and facility type.
 - 4.8.3 A Certificate of Destruction, Recycling, Disposal or Treatment, within 120 days of CONTRACTOR possession, as applicable, and for all waste, issued by the final management facility within one year of pickup.
 - 4.8.4 Detailed invoices for all work performed under this bid. At a minimum the invoice shall include the manifest number, contract number, container gross weight, net weight, contract item number, contract price, supplies, labor, disposal and all other expenses to be paid under this bid.

- 4.8.5 Blank manifests, profile sheets, and other paperwork required for waste approval, shipment or disposal acceptance. County forms may be substituted upon mutual agreement.
- 4.8.6 Contractor must complete a Facility Routing Schedule (Exhibit G) for each Item transported.

4.9 **Other Requirements**

- 4.9.1 The CONTRACTOR shall perform on site quality control measures at their own discretion at no cost to the County. Wastes found to be off-spec or not meeting profile parameters will be identified and left on site.
- 4.9.2 Wastes which are identified as off-spec at the CONTRACTORS facility may be re-profiled or returned to the County. Charges for returned wastes will be in accordance with pricing schedules. Surcharges are not allowed. Wastes will be re-profiled or returned.

4.10 **Specifications**

- 4.10.1 The CONTRACTOR shall provide pickup, transportation, disposal and other services for HHW and/or CESQG waste as detailed in each Lot. Pickup of hazardous waste is expected within two weeks of request for services.
- 4.10.2 **Lot A & B - Bulk and Loose Pack**
 - 4.10.2.1 The County will perform the packaging, labeling and marking of these containers in accordance with Department of Transportation requirements, and have them ready for transport. Shipping papers and other required forms will be completed by the CONTRACTOR if requested.
 - 4.10.2.2 The County will only package waste conforming to pre-approved profiles in accordance with protocols supplied by the CONTRACTOR. The County will characterize waste streams and submit profile information as necessary. The County will mark each container with a profile number, a container tracking number and a gross weight.
- 4.10.3 **Lot C - Lab Pack**
 - 4.10.3.1 The County will perform the packaging, labeling and marking of these containers in accordance with the Department of Transportation requirements, ready for transport. Shipping papers and other required forms will be completed by the CONTRACTOR if requested.
 - 4.10.3.2 The County will only lab pack wastes in accordance to the guidelines supplied by the CONTRACTOR. Container content sheets will be completed by the County for all lab packs. The County will submit these to the CONTRACTOR for review and will make any packaging changes per the CONTRACTOR'S instructions prior to pickup. The County will mark each container with a profile number, a County container tracking number and a gross weight.
 - 4.10.3.3 The County and/or CONTRACTOR shall use only vermiculite or organic absorbents. Other inorganic materials such as clay absorbents are not allowed unless necessary and approved by the County.
 - 4.10.3.4 The County may request on site lab packing services for materials collected at the County facility. Service will be requested at least two weeks in advance and charges will be in accordance with the pricing schedule.
 - 4.10.3.5 The CONTRACTOR shall supply technical support, written protocols, appropriate training and guidance to allow the County staff to lab pack waste to meet CONTRACTOR standards for acceptance at disposal facilities. The training shall include: special packaging criteria, allowable shipping containers, segregation guidelines, unacceptable materials, packaging media desired, volume of waste allowed per container, labeling and marking, and special handling for reactive materials.
 - 4.10.3.6 The CONTRACTOR for Lot C Lab Pack waste removal shall provide, at no additional cost, the personnel, equipment, supplies and material necessary to conduct at least one (1) lab packing training class for County personnel at the start of each contract year. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific CONTRACTOR requirements for lab packing materials to meet CONTRACTOR'S criteria. The Instructor, provided by the CONTRACTOR will be a qualified chemist or equivalent with 40 hours OSHA Hazwoper training and provide all necessary personal protective equipment.

4.11 **Net Weight Pricing**

- 4.11.1 All bid pricing for waste disposal shall be on a Net Pound or Net Weight basis, except where otherwise noted in Part 0 (Bid Form), in which case the pricing shall be on a per drum or per cubic yard box basis. The purpose of net weight pricing is to eliminate the dependence on the container size and container cost as a unit price.
- 4.11.2 The County purchases its own drums and packaging supplies and desires to have maximum flexibility in choosing packaging methods. Currently, most wastes are packaged in 55 gallon reconditioned steel drums; however, 30 gallon, 20 gallon and five gallon containers or drums are used when appropriate. Other DOT approved packaging, such as different drum sizes or cubic yard boxes, may be used if desired. Additional information regarding pricing of the bid is included on Part 0 Bid Form.

4.12 **Weighing Materials**

- 4.12.1 All shipping containers offered for transport shall be weighed by the County for the purpose of determining disposal costs, except any line items based on a per drum or per cubic yard box price. Gross weight will be marked on the container. The net weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.
- 4.12.2 The net weight shall include the weight of the absorbent materials. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other organic materials such as clay absorbents are not allowed. For purposes of determining the net weight, the following standard container tare weights will be used:
- | | | | |
|----------|----------------------|----|--------|
| 4.12.2.1 | 55 gallon steel drum | 42 | pounds |
| 4.12.2.2 | 55 poly drum | 30 | pounds |
| 4.12.2.3 | 30 gallon drum | 30 | pounds |
| 4.12.2.4 | 20 gallon fiber drum | 10 | pounds |
| 4.12.2.5 | 5 gallon pail | 5 | pounds |
- 4.12.3 The weights of other shipping containers not listed will be reasonably determined and agreed upon as needed. If scales are not available on site the CONTRACTOR shall weigh containers at their site and indicate gross weights on the invoice. Discrepancies in gross weights measured at the County's and the CONTRACTOR'S site will be resolved by mutual agreement.

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies.
- ☐ **MANDATORY**, one or both of the following EXHIBITS must be **SUBMITTED**. **EXHIBIT B – SBE & PROPOSED SUBCONTRACTOR FORM; EXHIBIT C – GOOD FAITH EFFORT FORM.**
- ☐ Include any insurance requirements.
- ☐ Include any bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline. **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.
- ☐ REMINDER: Parking around the County Administration Building, located @ 12 SE 1st Street, can be challenging. Please be aware that it can be difficult at times to find a place to park. As stated above **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. **LATE BIDS WILL NOT BE CONSIDERED.**

If you have questions concerning these items or other sections of the bid solicitation please contact the Purchasing Division for clarification prior to submitting your bid.

BID FORM

BID NUMBER: 12-193; Annual Transport and Disposal of Hazardous Waste

BID OPENING DATE: 2:00 pm, Wednesday, June 1, 2011

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

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he/she has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Bidding Princes are to be inserted in the attached tables designated as Lots A, B, C, and D.

Bidders **MUST** bid on all items in Lot C and in Lot D (except where indicated) to be considered for award. Bidders may bid on **ANY** or all items in Lots A and B.

Bidders may provide prices for any disposal methods which are not excluded by an "X" on the attached tables.

Definitions: Annual Gross Weights indicated are based on Fiscal Year. Table column headings: RC = Recycle; FB = Fuel Blending; IN = Incineration; TR = Treatment; LF = Landfill

Bid prices shall be on a net per pound basis, and thus, should **NOT** reflect cost of packaging containers or packaging supplies (See Specification 4.3, Weighing Materials). Bid prices shall include pick, transportation, disposal, all labor performed on site during pickups for checking waste containers, labeling, marking and paperwork.

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: _____

Vendor Name:_____

Location:_____

EXHIBIT A
BID FORM (cont'd)

Lot A – Bulk Packs				BID PRICE (NET per Pound) *EXCEPT WHERE NOTED				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A RC	B FB	C IN	D TR	A RC	B FB	C IN	D TR
1	Alkyd Paint		60,000				X				
2	Corrosive Liquids, Acids	Inorganic, Non oxidizing	3,000		X				X		
3	Corrosive Liquids, Alkaline	Caustics, soaps, surfactants	2,000		X		X		X		
4	Flammable, combustible liquids halogenated	Solvents, pump oil w/CFC's	200				X				X
5	Flammable, combustible liquids, Gas, diesel, solvents, Non-halogenated	Mineral spirits	11,000				X				X
6	Formalin Solution		200	X	X			X	X		
7	Pesticides, Aqueous	RCRA listed & unlisted	50	X	X		X	X	X		X
8	Pesticides, Aqueous w/heavy metals	RCRA listed & unlisted	50	X	X		X	X	X		X
9	Pesticides, flammable	RCRA listed & unlisted	100	X	X		X	X	X		X
10	Pesticides, solids	RCRA listed & unlisted	50	X	X		X	X	X		X

Vendor Name:_____

Location:_____

EXHIBIT A
BID FORM (cont'd)

Lot A – Bulk Packs				BID PRICE (NET per Pound) *EXCEPT WHERE NOTED				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A RC	B FB	C IN	D TR	A RC	B FB	C IN	D TR
11	Pesticides, solids w/heavy metals	RCRA listed & unlisted	25	X	X		X	X	X		X
12	Photographic solutions	With silver, high pH	4,500		X	X			X	X	
13	Sludges, hazardous	RCRA hazardous, high solids, Low BTU	600	X				X			
14	Sludges, non-hazardous	Non-RCRA hazardous, high solids, low BTU	1,500	X				X			
15	Solids, hazardous	RCRA hazardous, low BTU *PER 55 GALLON DRUM *PER CUBIC YARD BOX	250	X	X			X	X		
16	Solids, non-hazardous	RCRA non hazardous, low BTU *PER 55 GALLON DRUM *PER CUBIC YARD BOX	9,300	X	X			X	X		
17	Wastewaters, hazardous	Aqueous solutions, RCRA Hazardous	200	X	X	X		X	X	X	
18	Wastewaters, non-hazardous	Aqueous solutions, non-RCRA	1,500	X	X	X		X	X	X	
19	Latex paint		70,000	X	X	X		X	X	x	
20	Liquids, RCRA non-hazardous		2,000	X	X	X		X	X	X	
21	Liquids, waste glycerin, flammable	biodiesel by-product	12,000								
22	Liquids, flammable, nos	methylene chloride, paint stripper waste	2,000	X	X			X	X		
23	Liquids, medicine, toxic, nos	over-the-counter and prescription medicines	3,000	X	X		X	X	X		x

Vendor Name:_____

Location:_____

EXHIBIT A
BID FORM (cont'd)

LOT B – LOOSE PACKS				BID PRICE (NET per Pound)				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
1	Aerosol cans	Paints, solvents pesticides, alkalines	1,600	X			X	X			X
2	Alkyd paint <= 1 quart	In cans	6,000				X				
3	Alkyd paint <= 5 gal	In cans	250				X				
4	Batteries, Lithium		100		X				X		
5	Batteries, mixed button	Silver, Mercury, Zinc air	900		X	X	X		X	X	X
6	Batteries, Ni Cad, dry cell		1,000		X	X	X		X	X	X
7	Batteries, Ni Cad, wet cell		2,000		X	X	X	X	X		X
8	PCB ballasts		500		X		X	X	X		X
9	Products in containers liquids, flammable	Paint strippers, Adhesives, wax, alkyd paint	5,000	X			X	X			X
10	Products in containers solids, flammable	Grease, adhesives, Wax, resins, roof tar	15,000	X			X	X			
11	Products in containers, non-hazardous	Latex paint	10,000	X			X	X			X
12	Non PCB ballast		4,000		X		X		X		X

Vendor Name:_____

Location:_____

Vendor Name:_____

EXHIBIT A
BID FORM (cont'd)

LOT C – LAB PACKS				BID PRICE (NET per Pound)				EXTENDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
1	Corrosive liquids, Acid	Hydrochloric, Sulfuric, Ferric Chloride	2,500		X				X		
2	Corrosive liquids, Alkaline	Sodium Hydroxide, Ammonium hydroxide	1,500		X				X		
3	Corrosive liquids, Oxidizing	Inorganic acids, nitric Acid, Fuming Sulfuric acid	100		X				X		
4	Corrosive liquids, Acid or alkaline, toxic	Chromic acid, Barium Chloride, oxalic acid	200		X				X		
5	Corrosive solids, Acid or alkaline	Dulfuric acid, Sodium Hydroxide, Ammonium Hydroxide	750		X				X		
6	Cyanides, liquid or solid	Salts, Potassium Cyanide, Sodium Cyanide	50	X	X			X	X		
7	Flammable liquids	Petroleum distillates, PVC cement, wood filler	1,000				X				X
8	Flammable solids	Napthalene, Paraformaldehyde	400	X			X	X			X
9	Isocyanates	Di & Polyisocyanate Paints & catalysts	600	X	X			X	X		
10	Mercury debris	Amalgamated & Elemental mercury	25		X	X			X		
11	Mercury salts, liquid or solid	Mercuric Chloride, Mercuric Sulfate, Organic salts	50		X	X			X		
12	Mercury in manufactured containers	Thermometers, Thermostats	100		X	X	X		X	X	X
13	Mercury, elemental		100		X	X	X		X	X	X
14	Oxidizing liquids	Sodium Hypochlorite, Calcium Hypochlorite	200	X	X			X	X		
15	Oxidizing solids	Potassium Nitrate, Potassium Permanganate	500	X	X			X	X		
16	Oxidizers, liquid or solid, toxic	Silver Nitrate, Potassium Dichromate	200	X	X			X	X		
17	PCB's	Liquids or articles	50	X	X			X	X		
18	Peroxides, inorganic	Hydrogen peroxide	100	X	X			X	X		

Vendor Name:_____

Location:_____

EXHIBIT A
BID FORM (cont'd)

LOT C – LAB PACKS				BID PRICE (NET per Pound)				EXTENEDED PRICE			
Item	Waste Stream	Examples	Estimated Annual Net Weight (lbs)	A. RC	B. FB	C. IN	D. TR	A. RC	B. FB	C. IN	D. TR
19	Peroxides, organic	MEK Peroxide, Benzoyl Peroxide	50	X	X		X	X	X		X
20	Poisons liquids, aqueous	RCRA listed & unlisted Pesticides, herbicides	1,200	X	X		X	X	X		X
21	Poisons liquids, flammable	RCRA listed & unlisted Pesticides, herbicides	8,500	X	X		X	X	X		X
22	Poisons solids	RCRA listed & unlisted Pesticides, herbicides	5,000	X	X		X	X	X		X
23	Reactives, Sulfides	Calcium polysulfides	50	X	X			X	X		
24	Reactives	Phosphorous, Calcium Carbide	150	X	X		X	X	X		X
25	Liquid/solid, flammable, corrosive	parts cleaners	2,000	X	X		X	X	X		X

Vendor Name:_____

Location:_____

EXHIBIT A
BID FORM (cont'd)

LOT D – ADDITIONAL SERVICES

For labor, facilities and materials to be provided by the Bidder, but which are not included elsewhere in the bid.

Qualified Chemist or equivalent person with 40 hr. OSHA Hazwoper training and all necessary personal protective equipment (PPE).
These services may be requested for accumulated materials on site if necessary to alleviate generator's workload. \$ _____/hour/per person

Labor for On-site Packaging Services (Bulk, Loose Pack or Lab Pack) (two person minimum) \$ _____/hour/per person

Bulk or Loose Pack Packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, labels, etc.) (Close or open top drums) \$ _____ Each

Lab pack packaging charge (to include all supplies necessary such as steel or poly 55 gallon drum, vermiculite absorbent, labels, etc.) \$ _____ Each

Rental of 40 ft. (minimum) tractor-trailer combination, with driver, no overnight stay* _____ \$ _____/Day (8 hour)

Rental of 40 ft. (minimum) tractor-trailer combination, with driver, with overnight stay* _____ \$ _____/Day

Transportation charges for tractor trailer combination _____ \$ _____/Mile

Open sided tent or canopy (minimum 30 ft x 30 ft including set up and take down) _____ \$ _____/Day (8 hour)

*The tractor-trailer will pick up supplies in Gainesville and be available for household hazardous waste collection events to be held annually in each of the following Florida counties: Gilchrist, Lafayette, Columbia, Dixie, Baker, Union and Nassau

For Lot C Bidders Only

Overpack charges \$ _____ Each

Return container charges (mis-profiled waste)
Includes all transportation, handling and paperwork necessary. \$ _____ Each

BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

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, please indicate below:

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:

PROPOSED SUBCONTRACTORS FORM

BID NUMBER: 12-193; Annual Transport and Disposal of Hazardous Waste

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 knowledge and belief.

Signature	Title	Date
-----------	-------	------

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

If SBE subcontractors are **not available** for the bid/RFP, a Good Faith Effort Form, **EXHIBIT D**, 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: 12-193; Annual Transport and Disposal of Hazardous Waste

Vendor/Company Name: _____ Phone: _____

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.12 of this document, the undersigned vendor hereby certifies that **(VENDOR MUST CHECK ONE OF THE FOLLOWING)**:

- ☐ I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.
- ☐ 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 states 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, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

INSURANCE REQUIRED
TYPE A-Pollution INSURANCE REQUIREMENTS
“Pollution”

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.

POLLUTION LIABILITY –when applicable

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects:** Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be 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, for losses arising from work performed by the Contractor for the County.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the County 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.

Certificate Holder: Alachua County Board of County Commissioners

c/o Ebix, Inc.
3906 Payshere Circle
Chicago, IL 60674

SUBCONTRACTORS

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

STATEMENT OF NO BID

If you do not intend to submit a bid in response to this Invitation to Bid, please return this form immediately to:

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

We, the undersigned, have declined to submit a bid in response to your Bid No**12-193; Annual Transport and Disposal of Hazardous Waste** for the following reasons:

- _____ Specifications too "tight"; i.e. geared toward one brand or manufacturer only
- _____ Insufficient time to respond to the Invitation to Bid
- _____ We do not offer this product or service
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet Bond requirement
- _____ Specifications unclear (explain below)
- _____ Unable to meet Insurance requirements
- _____ Remove us from your 'Bidder's List' altogether
- _____ Other (specify below)

REMARKS: _____

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from your Bidder's List for this commodity.

Company Name: _____
Signature: _____
Telephone: _____
Date: _____

RESPONSIBLE AGENT FORM

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

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

SIGNED: _____ DATE: _____

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(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

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, its 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 by the County 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

July 26, 2006

SAMPLE AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this _____ day of _____, 20__ 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 _____, doing business at _____ hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide _____; 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 _____ year(s) beginning _____ and continuing through _____.unless earlier terminated as provided herein. The County has the option of renewing this Agreement for _____ additional _____ year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County As provided in Attachment "A"
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.

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 a sum not to exceed \$_____, for the contract term, allocated in the following manner:

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 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 have served 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 consultants, 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

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”) to:

Contractor
address

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:

OR

4.4 No Additional reimbursable expenses will be paid under this Agreement.

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

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

(list)

(list)

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The _____ (manager) may authorize changes to this list in writing.

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. Irby

Clerk of the Court

Post Office Box 939

Gainesville, FL 32602

ATTN: Finance and Accounting

Office of Management and Budget

Attn: Contracts/Grants

and 105 SE 1st Avenue, Suite 6

Gainesville, Florida 32601

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.
- 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 "B"

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.

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SAMPLE

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. Irby, Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

PROFESSIONAL

. ATTEST (By Corporate Officer)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

SAMPLE

SAMPLE

Facility Routing Schedule (please duplicate this sheet as needed)

A proposed routing schedule must be completed for every waste stream. Routing for similar items (waste streams) with the same disposal method and facilities may be indicated as a group on one sheet. Contractor shall list all item numbers that are being grouped. Contractor may provide equivalent information in any format as an alternative to this form, i.e., a list of proposed facilities and the items that may be handled there.

Lot: Items: Method: Waste Stream:

Primary				
Alternate				
Alternate				
Alternate				

Lot: Items: Method: Waste Stream:

Primary				
Alternate				
Alternate				
Alternate				