



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Yard Waste Processing and Recycling Services

RFP #: 2019045

RFP Opening Date: **August 20, 2019**

RFP Opening Time: **2:00 P.M.**

All submittals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL, PLUS ONE ELECTRONIC COPY ON CD OR USB THUMB DRIVE, OR EMAILED **PRIOR** TO THE RFP OPENING DATE AND TIME (SEND TO PURCHASING@IRCGOV.COM WITH THE SUBJECT "ELECTRONIC SUBMITTAL FOR RFP 2019045").

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

Notice is hereby given that the Indian River County Solid Waste Disposal District (SWDD) Board is requesting proposals from qualified firms for

RFP # 2019045

Yard Waste Processing and Recycling Services

Detailed information is available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 by 2:00 p.m. on August 20, 2019. Late submittals will not be accepted or considered.

The Indian River County Solid Waste Disposal District (SWDD) Board reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Thursday, July 18, 2019

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid/Proposal

Should you elect not to propose, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- ☐ Project is located too far from our base of operations
- ☐ Project value too low
- ☐ Project specifications unclear (please explain below)
- ☐ Material availability may be a challenge
- ☐ Our current schedule will not allow us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other:
- ☐ Other:

General comments regarding the bid and/or plans and specifications:

Scope of Services

Overview

The Indian River County Solid Waste Disposal District (SWDD) is soliciting proposals for the processing and recycling of: Yard waste, landscape debris, and land clearing debris (which means: vegetative matter from commercial and residential landscaping maintenance, which includes branches, shrubs, trimmings, grass clippings, palm fronds, Christmas trees, stumps, and trees) at the Yard Waste facility located at 1325 74th Ave SW, Vero Beach, FL 32968 (Yard Waste Facility).

The Contractor will process (includes vehicle receiving/traffic control services, load inspections, grinding, screening and loading) all incoming vegetative material into mulch and recycle all material designated by SWDD to maximize recycling credits to Indian River County. The Contractor shall include a "Recycling Plan" in their proposal that outlines the recycling methodology to be used and clearly detail the scope, schedule, workforce, equipment, budget and financing needed to implement the plan. The Contractor will also load all material designated by SWDD for beneficial use such as cover material, application at County Parks/Golf Course, etc. to be removed by others. SWDD does not guarantee the quality or the quantity of the yard waste, reserves the right to keep up to 35,000 tons per year of processed mulch for cover material or any other beneficial use, reserves the right to accept or not accept any out-of-county yard waste and reserves the right to provide or not provide any storm related debris. SWDD has the right to adjust the quantity of the processed material for SWDD use during the term of the Agreement. The Contractor shall work with the Landfill Operator to stage cover material such that there is always cover material available on-site.

The Contractor shall ensure that all vegetative material is free of plastic bags, metal, garbage, etc. before it is turned into mulch. The diameter and length of materials varies greatly. The majority of the incoming material is covered by the SWDD landfill assessment, i.e., no tipping fee. However, anything over 3 inches in diameter is considered chargeable material by SWDD, therefore, the Contractor must inspect each load and, if applicable, report as chargeable load to the SWDD scalehouse to apply appropriate charges. The Contractor must have dedicated spotter(s) while the Yard Waste Facility is in operations to ensure that inspections are being performed.

A sample agreement is provided, with the initial term of the agreement anticipated to be seven years with a three-year renewal option, subject to contractor performance and determination by SWDD that the renewal is in the best interest of SWDD.

Scope of Work

Contractor shall provide debris processing (includes vehicle receiving/traffic control services and creation of mulch) and disposal/recycling services for yard waste, landscaping debris, and land clearing delivered to the Yard Waste Facility.

The Contractor shall limit the processing activity within the designated area (as shown in Exhibit A).

Contractor must be able to process a minimum of 75,000 tons of material per year. Contractor must also be able to accommodate any increase in tonnages per year for the duration of the Agreement.

Contractor must be aware that tonnage numbers change due to seasonal fluctuations. However, SWDD makes no guarantee as to any quantity or quality of yard waste to be provided. SWDD's failure to provide any quantity of yard waste shall not be a violation of the Agreement by SWDD.

SWDD requires the site be operated in a clean, secure and efficient manner. The County and SWDD require the Contractor to comply with all applicable Federal, State and local regulations, including Chapter 62-701 F.A.C. SOLID WASTE MANAGEMENT FACILITIES. Any operational activity by the Contractor that violates any regulatory agency codes shall be the responsibility of the Contractor to correct solely at the Contractor's expense and within the time frame set by the regulatory agency. The Contractor's designated "Equipment Service Area" shall be kept clean and organized. All equipment maintenance shall be performed in a manner that prevents oils, fuel, lubricants and other waste from contaminating the environment. Any and all spills will require a complete cleanup at the Contractor's expense with confirmation soil sampling to assure that the site is not contaminated.

Contractor shall process all materials within Federal, State, Local and the Solid Waste Section guidelines. Any proposed regulations that are adopted by the Regulatory agencies that are more restrictive than this document shall be incorporated into this Agreement.

Contractor, at their own expense, shall market and remove the materials generated by the processing operation conducted at the landfill in a manner that Indian River County will receive recycling credits. Remaining post-processing materials on site can never exceed 30 days receipts of yard waste.

Site Operation

1. Contractor shall receive and handle all materials on site delivered by customers from 7:00 a.m. to 5:00 p.m., seven days per week except for the following holidays: Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Contractor shall inspect all incoming material for conformity to yard waste specifications (less than 3 inches in diameter). All yard waste not meeting this requirement shall be reported to SWDD scalehouse so that appropriate charges are applied. The Contractor shall provide a dedicated radio or a cell phone along with the contact information to the scalehouse to communicate with the Yard Waste Facility. Loads containing hazardous or unacceptable materials shall be refused if identified prior to being dumped. If identified after being dumped, contractor shall notify scalehouse and provide an opportunity for customer to remove all non-conforming materials. If identified after customer has left, contractor shall handle hazardous materials appropriately (SWDD will provide guidance if necessary) and place all other non-conforming materials in a roll-off container provided by the landfill contractor. This container will be weighed at the scalehouse prior to disposal by the landfill contractor. The disposal tonnage will be deducted from the incoming yard waste materials and disposal charges will not apply.

2. Contractor shall remove and consolidate any foreign materials (non-wood wastes/non-process materials) dropped off improperly at these material sites. The Contractor will haul these foreign materials; garbage, tires, scrap metals, etc., and transport them to their proper disposal locations as directed by SWDD Scalehouse staff.

3. Contractor shall process all materials on site as needed to allow for a safe working environment. Contractor is not allowed to remove unprocessed materials off-site without prior SWDD approval, i.e.

hardwood logs removed off-site for processing. Contractor's submitted site operating plan and health and safety plan are subject to approval by SWDD.

4. Processed material not utilized by SWDD for landfill cover material or other beneficial uses will be Contractor's responsibility to market and/or sell and provide all trucking at Contractor's expense. The County will provide trucks to haul any mulch for beneficial use.
5. If the Contractor's equipment fails to operate for five (5) consecutive calendar days the Contractor will utilize alternate equipment to process the material.
6. The Contractor shall bill the County by the tenth (10th) calendar day of each month. The incoming and outgoing tonnage numbers to be used will be generated by SWDD's calibrated scale operations, and any discrepancies shall be immediately brought to the attention of the SWDD Managing Director. The Contractor will be paid to handle and process all incoming materials and paid to dispose of all outgoing materials. The materials remaining on site will be utilized by SWDD for landfill cover material or other beneficial uses. The other beneficial use could include the use at the County golf course, County parks or for composting purposes. The contractor is responsible for loading all materials, i.e., for disposal, for cover material, or for other beneficial uses.
7. The Contractor will weigh all materials leaving the landfill site at SWDD's scalehouse for recycling credits, and billing purposes.
8. Out of County Waste. SWDD shall have no obligation to Contractor to accept any Out of County Yard Waste at the Landfill. However, the right to do so is reserved to SWDD.
9. Storm Debris. SWDD shall have the exclusive right to determine how SWDD will dispose of yard waste generated by a hurricane, natural disaster, or other event that produces unusually large quantities of Yard Waste (collectively, "Storm Debris"). The County/SWDD reserves the right to designate Disaster Debris Management Sites that are deemed suitable for the management and disposal of Storm Debris with appropriate notification to the Florida Department of Environmental Protection of this designation. SWDD shall make a good faith effort to direct as much Storm Debris to the Contractor as possible; however, SWDD shall not be obligated to provide Storm Debris to the Contractor, and SWDD shall have no liability to the Contractor if SWDD in its sole discretion determines that it is not appropriate or otherwise in SWDD's best interests to provide Storm Debris to the Contractor. If SWDD does provide Storm Debris to the Contractor then the Contractor shall provide additional resources at no additional cost to SWDD and the processing/disposal cost shall remain as is.
10. The Yard Waste Facility is provided as is; however, SWDD is in the process of making some site improvements to the Yard Waste Facility to provide better access for customers and to provide a more stable/elevated base area for the Contractor's operations. However, the Contractor is responsible for any required repairs to the Yard Waste Facility as a result of Contractor's use after completion of the SWDD improvements.

SWDD Responsibilities

1. SWDD will make every effort to direct all customers with wood wastes/yard waste to the proper sites for processing and will instruct the customer where non-processed materials are to be deposited. For example, wooden pallets are no longer accepted in the Yard Waste Facility.
2. The SWDD Scalehouse shall be used to weigh all in-coming and out-going wood wastes/yard waste materials. Each vehicle shall be weighed going in and out at the Scalehouse, and the driver will be provided a weigh ticket. SWDD shall staff and maintain the Scalehouse and associated equipment at its expense in accordance with generally accepted industry standards and as required under Applicable Law. The Scalehouse shall be calibrated in accordance with the requirements of the Florida Bureau of Weights and Measures.
3. SWDD shall provide scale records monthly to the Contractor for all materials by category sent to the processing site in tons (2,000 pounds per ton). SWDD will pay the Contractor for processing these materials. Outgoing Scale Weights shall determine quantities and payments for materials leaving the site. Contractor's processing cost per ton must include all costs (a total cost) for equipment, labor, loading, transport, insurance, etc.
4. SWDD shall provide the use of a yard waste operations site on the landfill property for consolidating, processing and loading the wood waste/yard waste materials.

Background

The current agreement includes processing (receive, grind and load) services at a cost of \$11.40 per ton and a transport/off-site disposal service at a cost of \$9.66 per ton.

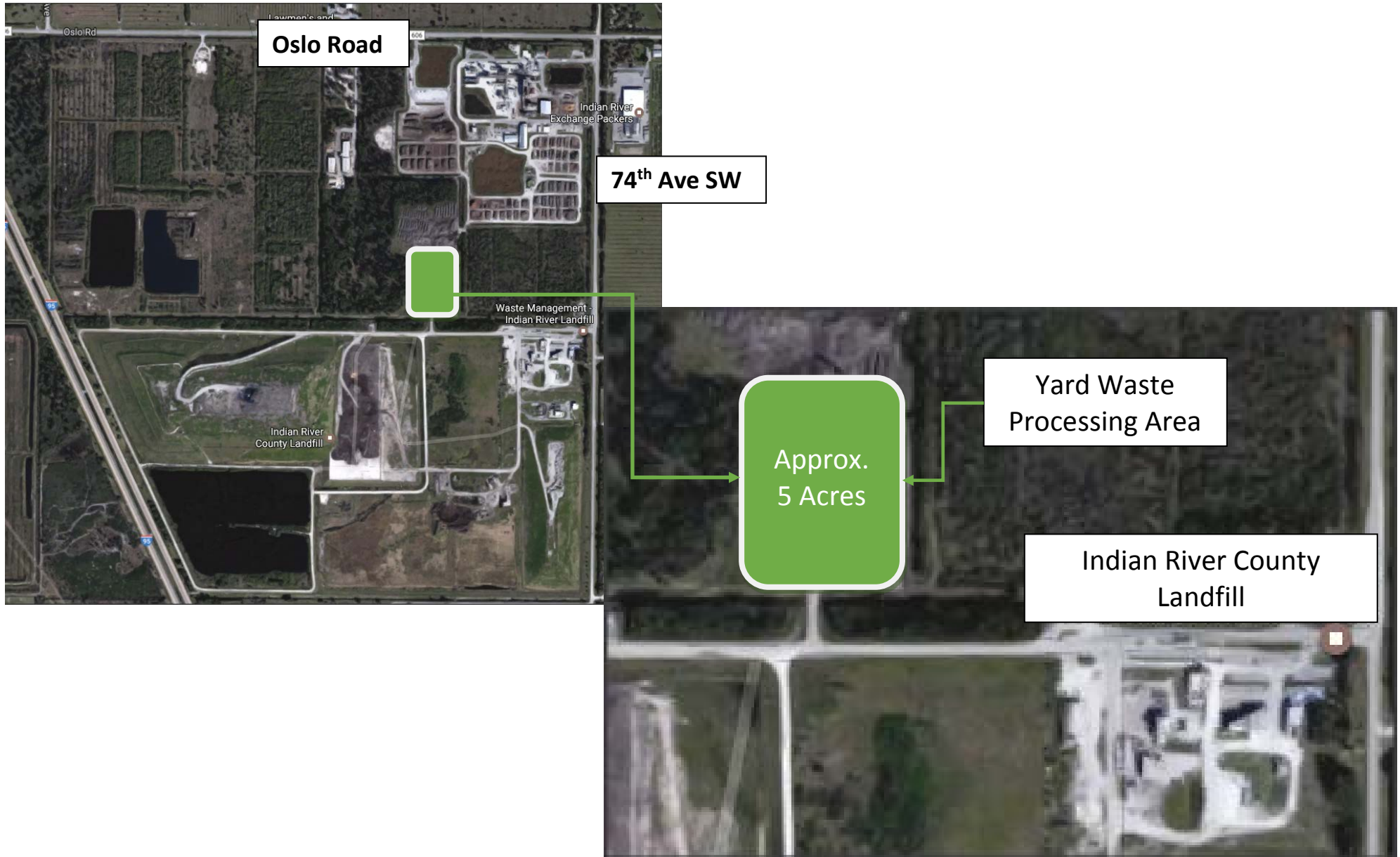
Historical Summary of Yard Waste Processing table:

Vendor	CRR	CRR	INPB	INPB	INPB	INPB	INPB	INPB	MM	MM	MM
Fiscal Year	10/11	11/12 ⁽¹⁾	11/12 ⁽¹⁾	12/13	13/14	14/15	15/16	16/17 ⁽¹⁾	16/17	17/18	18/19 ⁽²⁾
Base Fee (per ton)	\$11.50	\$9.34	\$9.25	\$9.25	\$9.25	\$9.30	\$9.30	\$9.30	\$11.19	\$11.19	\$11.40
Total Base Tons	52,358	27,719	28,243	55,301	59,420	64,287	70,951	41,851	39,935	75,510	48,818
Total Base Cost	\$602,111	\$258,892	\$261,249	\$511,531	\$549,636	\$597,868	\$659,845	\$389,218	\$446,873	\$844,957	\$556,459
Supplemental Processing Fee (per ton)	\$0.00	\$0.00	\$5.15	\$5.15	\$5.15	\$5.18	\$5.18	\$5.18	\$9.48	\$9.48	\$9.66
Supplemental Processing Tons	0	0	17,556	14,845	37,336	40,784	49,375	0	16,212	32,388	21,273
Total Supplemental Processing Costs	\$0	\$0	\$90,415	\$76,454	\$192,282	\$211,264	\$255,761	\$0	\$153,690	\$307,038	\$205,485

(1) Transition Year

(2) Year to date

EXHIBIT A – YARD WASTE PROCESSING SITE



Proposal Instructions

Information to Be Submitted: Submit one marked original and five (5) copies, plus one electronic copy on CD, USB thumb drive, or emailed to purchasing@ircgov.com prior to the deadline for submittals (include “electronic submittal for RFP 2019045” in the subject).

Submittals must include and are requested to be organized as follows:

- a. Proposer Information Form
- b. Qualifications and References:
 1. Provide an overview of the Contractor and its qualifications to perform the requested services, including evidence of sufficient labor force and equipment.
 2. References from organizations the Contractor has provided similar services to in the last five years. Include current contact information including name, phone number, email address and project name and description.
 3. Provide any information related to any litigation that the contractor may have been involved in within the past five years.
- c. A detailed description of the Contractor’s approach to successful completion of services described within this RFP, including:
 1. Contractor’s site operating plan, which shall include, at a minimum, site environmental issues such as noise, dust, odor and waste acceptance as well as equipment and personnel safety issues, personnel training, site communication, fire prevention and control, management of contamination and spill response.
 2. Health and Safety Plan
 3. Recycling Plan - Description of how the mulch will be recycled and or disposed of. Include any beneficial reuse or other positive application practices that will be utilized. The Recycling Plan shall outline the recycling methodology to be used and clearly detail the scope, schedule, workforce, equipment, budget and financing needed to implement the plan.
 4. Transition plan (if necessary) from current facility operator
- d. A description of expertise or unique capability the Contractor can provide SWDD.
- e. Financial proposal
 1. Proposal pricing shall be inclusive of all transportation, labor, and equipment necessary to provide services as described.
- f. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- g. Drug Free Workplace Certification
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- i. Certification Regarding Lobbying

Method of Selection: SWDD shall convene a Selection Committee (“Committee”) of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.

2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
 5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. SWDD may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event SWDD, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet SWDD's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking to the SWDD Board, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The SWDD Board possesses sole authority to award a contract for the services sought herein.

Initial Ranking Criteria:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications and references	20
2. Technical Proposal with Emphasis on Recycling or Beneficial Reuse of Mulch	40
3. Financial Proposal	40
TOTAL	100

General Instructions

Cone of Silence. Potential respondents and their agents shall not communicate in any way with the Solid Waste Disposal District (SWDD) Board, County Administrator or any SWDD or County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the SWDD Board meets to authorize ranking and/or award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

Submission: Submit the quantity of proposals indicated in the Proposal Instructions. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Confidential or Trade Secret Information: Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that SWDD requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the SWDD and its board, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

Indemnification: The Proposer shall defend, indemnify and hold harmless the SWDD and its board, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by SWDD in order to perform the service. The Proposer shall provide the public with access to public records on the same terms and conditions that SWDD would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer

shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to SWDD, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SWDD in a format that is compatible with the information technology systems of SWDD.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: SWDD will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. SWDD may terminate this Contract if awarded firm is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. SWDD may terminate this Contract if awarded firm, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: The SWDD Board will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to SWDD, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act: The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to purchasing@ircgov.com ten (10) or more days before the date fixed for opening of the proposals. SWDD shall not be responsible for oral interpretations given by any County or SWDD employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Direct Purchase: SWDD reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the SWDD's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to SWDD any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of SWDD Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County SWDD, as OWNER, is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this SWDD project will be paid by SWDD, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

Applicable Law and Venue: This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other

party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with SWDD shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a SWDD Board Member, or a SWDD or County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County-approved form. Failure to submit the form will be cause for rejection of the proposal.

Cancellation: It is the intention of Indian River SWDD to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of SWDD shall be reason for termination of the award.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: SWDD reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. SWDD reserves the right to not make any award(s) under this solicitation.

Termination by SWDD: SWDD reserves the right to terminate a contract by giving ninety (90) days' notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. SWDD also reserves the right to terminate this contract for convenience of SWDD and / or with or without cause.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

Proof of Insurance: The Contractor shall furnish SWDD a certificate of insurance in a form acceptable to SWDD for the insurance required. Such certificate or an endorsement provided by the Contractor must state that SWDD will be given thirty (30) calendar days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming SWDD as Additional Name Insured must accompany the Certificate of Insurance.

Notwithstanding the minimum limits of coverage set forth below, the limits of each underlying insurance coverage must be at least as high as is necessary to support the excess liability insurance coverage.

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by SWDD. Firm's insurance shall be primary. SWDD shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

Automobile Liability

- Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000
- The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

Excess Coverage

- Umbrella or excess liability coverage in the amount of \$5,000,000 shall be maintained.

Environmental Impairment Insurance

The Contractor shall procure environmental impairment insurance upon Contract award and shall maintain such insurance in full force and effect at all times thereafter during the term of this Agreement. The environmental impairment insurance shall provide coverage with minimum limits of \$2,000,000 per occurrence, if an occurrence form is available, or with a "claims made" form with "tail coverage" extending three (3) years beyond the termination or expiration of this Agreement. Proof of tail coverage shall be submitted with the Company's invoice for its final payment. In lieu of tail coverage, the Contractor may submit annually to SWDD a current certificate of insurance proving that claims made insurance remains in force throughout the same three (3) year period. Such insurance shall provide coverage for pollution and environmental remediation. The form and content of the insurance coverage, as well as the financial stability of the company issuing the insurance, shall be subject to the prior review and approval of SWDD. SWDD shall be added as a named insured on the insurance policy.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made"

policies or as generally available on the open insurance market.

Indian River SWDD reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL PRICING – RFP # and Title

Proposer submits the following prices for the work described in this solicitation:

Facility	Monthly Amount	Annual Amount
	\$	\$
	\$	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of

PROPOSAL PRICING – RFP #2019045 Yard Waste Operation

Contractor submits the following prices for the work described in this solicitation (describe per ton or other defined costs to be billed to SWDD for work as specified in the request for proposals):

Total annual pricing (this table must be completed):

Facility	Annual Amount
Annual cost to SWDD for processing of 75,000 tons of yard waste	\$
Annual cost to SWDD for recycling 40,000 tons of yard waste	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019045
for Yard Waste Processing and Recycling Services

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate
or entity

Name of County Commissioner
or employee

Relationship

_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your proposal)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 Section 287.087.

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

Company Name

Bidder's Signature

Date:_____

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER Solid Waste Disposal (SWDD) Board, a dependent Special District of Indian River County, Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Yard Waste Processing and Recycling Services
RFP Number:	2019045
Project Address:	1325 74 th Ave. SW, Vero Beach, FL 32968

ARTICLE 2 - CONTRACT TERM

The term of this agreement shall be seven years with a three-year renewal option, subject to Contractor performance and determination by SWDD that the renewal is in the best interest of SWDD.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds for all Work appropriately completed and invoiced as reflected in the Contractor's submitted Proposal Pricing Form (attached hereto as Exhibit 1)

ARTICLE 4 - PAYMENT PROCEDURES

Owner shall make monthly payments as invoiced. Upon a determination of satisfactory completion, the SWDD Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by SWDD in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - (1) This Agreement (pages 1 to ___, inclusive);
 - (2) Public Construction Bond (pages ___ to ___, inclusive);
 - (3) Certificate(s) of Liability Insurance

- (4) Request for Proposals 2019045
- (5) Addenda (numbers ___ to ___, inclusive);
- (6) CONTRACTOR'S Submitted Proposal (pages ___ to ___, inclusive);
- (7) Drug Free Workplace Form (pages ___ to ___, inclusive)
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages ___ to ___, inclusive);
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (10) Certification Regarding Lobbying
- (11) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 8 - MISCELLANEOUS

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

8.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

8.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
(772) 226-1424**

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

ARTICLE 9 – FEDERAL CLAUSES

9.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

- A. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. **Energy Policy and Conservation Act** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

E. **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to any agency serving as recipient and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. **Byrd Anti-Lobbying Amendment** (31 U.S.C. § 1352 (as amended))—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. **Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

H. **Access to Records** The following access to records requirements apply to this contract:

(1) The contractor agrees to provide OWNER, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

I. **DHS Seal, Logo, and Flags:** he contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

J. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that any FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

M. **AFFIRMATIVE STEPS:** CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Article 10: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
 - (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
 - (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
 - (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
 - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
 - (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
 - (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20____ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY SWDD _____

By: _____
TBD, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

Designated Representative:

Name:
Title:
Address:
Phone
Email

CONTRACTOR:

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

EXHIBIT 1 – PROPOSAL PRICING FORM

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction/payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	<hr/>
CONTRACTOR NAME:	<hr/>
CONTRACTOR ADDRESS:	<hr/> <hr/>
CONTRACTOR PHONE NO:	<hr/>
SURETY COMPANY NAME:	<hr/>
SURETY PRINCIPAL BUSINESS ADDRESS:	<hr/> <hr/>
SURETY PHONE NO:	<hr/>
OWNER NAME:	<hr/>
OWNER ADDRESS:	<hr/> <hr/>
OWNER PHONE NO:	<hr/>
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	<hr/>
OBLIGEE ADDRESS:	<hr/> <hr/>
OBLIGEE PHONE NO:	<hr/>
BOND AMOUNT:	<hr/>
CONTRACT NO: (If applicable)	<hr/>
DESCRIPTION OF WORK:	<hr/> <hr/>
PROJECT LOCATION:	<hr/> <hr/>
LEGAL DESCRIPTION: (If applicable)	<hr/>

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

BY THIS BOND, We _____, as Principal and _____, _____ a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)