

FIRST AMENDMENT TO THE AGREEMENT BETWEEN
SANTA ROSA COUNTY, FLORIDA
AND COMFORT SYSTEMS USA SOUTHEAST

This First Amendment to the Agreement between Santa Rosa County a political subdivision of the state of Florida (the "County"), and Comfort Systems USA Southeast executed this 14th day of April, 2022, is made a part of the original Agreement dated May 11, 2021 The "original Agreement", incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their First option to renew the original Agreement for an additional One (1) year term in accordance with Section 1 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence June 1, 2022 and shall terminate no later than May 31, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 4 of the original Agreement ("Compensation") and/or any amendments thereto; or
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 11, 2021 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)

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

WITNESS:

Stephanie Cleveland
Signature

Stephanie Cleveland
Print Name

BY: Joe Tillman
Joe Tillman, Service Manager

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: Robert A. Cole
Robert A. "Bob" Cole, Chairman

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND COMFORT SYSTEMS USA SOUTHEAST**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 11th, day of May, 2021, by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and Comfort Systems USA Southeast, a for profit organization authorized to do business in the State of Florida, whose mailing address is 3779 Abigail Drive, Theodore, AL 36582 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 74-2885030.

RECITALS

WHEREAS, the County is in need of a contractor to provide Metal Recycling and Refrigerant Recovery Services (“Services”); and

WHEREAS, pursuant to the Santa Rosa County Purchasing Manual, the County issued an Request for Proposal/ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services as described in Option #4 in RFP 21-015 to the County for an amount not to exceed One Hundred Thousand Dollars (\$ 100,000.00) as further detailed below.

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

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – RFP 21-015 and Contractor’s Response;
Attachment “B” – Insurance Requirements;
Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment “D” – Scrutinized Companies Certification;

Services. Contractor agrees to perform the following services, refrigerant/coolant containing device evacuation providing a storage area for refrigerant recovery, providing hauling of the refrigerant/coolant containing devices to/from CONTRACTOR specified facility within 50 miles of COUNTY Central Landfill for recycling. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular

basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

1. Term and Renewal. The term of this Agreement shall begin June 1, 2021 and shall continue for a period of One Year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may not be renewed; or

This agreement may be renewed upon mutual written agreement of the parties for a period of up to Three, One Year renewals.

2. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount not to exceed One Hundred Thousand Dollars (\$ 100,000.00)

- a. Contractor shall submit an invoice to the County every thirty (30) days. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment,

lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

3. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

4. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

5. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Thirty (30) days to cure such default. If the default remains uncured after Thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

6. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

7. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. 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 Florida Statutes or as otherwise provided by law.
- c. 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.
- d. 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 public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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, WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

8. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

9. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Environmental Department 6051 Old Bagdad Hwy, Ste 301 Milton, FL 32583
If to the Contractor:		Comfort Systems USA Southeast 3779 Abigail Drive Theodore, AL 36582

10. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

11. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

12. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

13. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where

any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

14. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

15. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

16. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees,

including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

17. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

18. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

19. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

20. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

21. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

22. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

23. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

24. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Ashley L. Stewart
Signature

Ashley L. Stewart
Print Name

BY: Joe Tillman
Joe Tillman, Service Manager

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: David C. Piech
David C. Piech, Chairman

BACC Approved 5/11/21

Attachment "A"

SANTA ROSA COUNTY, FLORIDA



RFP 21-015 Metal Recycling and Refrigerant Recovery Services

March 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION I.

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

MEMORANDUM

TO: Company Addressed DATE: February 27, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **RFP 21-015 Metal Recycling and Refrigerant Recovery Services**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida is calling for and requesting proposals for Metal Recycling and Refrigerant Recovery Services with Santa Rosa County Solid Waste & Recycling Facility.

All proposals must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on March 19, 2021** at which time will be publicly opened. Only proposals received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All proposals shall be sealed and clearly labeled, "**RFP 21-015 Metal Recycling and Refrigerant Recovery Services**". Please provide the original proposal, labeled "ORIGINAL", and four (4) copies labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

A pre-bid conference will be held on **March 4, 2021 at 10:00 a.m.** at the Santa Rosa County Solid Waste & Recycling Facility 6337 Da Lisa Road, Milton Florida 32583. All interested parties are invited to attend.

Specifications may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to 4:30 p.m. on March 11, 2021.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, disabled veterans, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
STANDARD INSTRUCTIONS AND SUBMITTAL
REQUIREMENTS

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PRE-PROPOSAL ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the RFP & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE

Request for Proposal Published	February 27, 2021
Deadline for Questions	March 11, 2021 @ 4:30 p.m.
Proposals Due	March 19, 2021 @ 10:00 a.m.
Proposal Review/Evaluation	March 19-April 7, 2021
Recommendation Due	April 7, 2021 @ 4:30 p.m.
Award by BOCC	April 13, 2021 (Tentatively)
Notification of Award	April 14, 2021 (Tentatively)

PREPARATION OF RFP

The respondent shall submit proposals in accordance with the public notice.

Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice may be rejected.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner

indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in proposal submissions.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The proposal shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**RFP 21-015 Metal Recycling and Refrigerant Recovery Services**", name of respondent/firm and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the documents if sufficient space is not available. Any modifications or alterations to the original documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Respondent as to the meaning of the drawings or specifications. Every interpretation made to a Respondent will be in the form of an Addendum to the specifications. Addenda will be furnished to each Respondent, but it shall

be the Respondent's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Responders shall be bound by such Addenda whether or not received by the Responders.

PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All responses will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the response opening. The County may, in its sole discretion, release any response and return the response security prior to the end of this period.

CONDITIONAL & INCOMPLETE PROPOSALS

Santa Rosa County specifically reserves the right to reject any conditional response.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this response or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Respondent shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all proposals with

or without cause and accept the proposal that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the responses, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in

possession of the respondent upon termination of the contract.

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 (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the Vendor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Vendor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the Vendor from the response list for duration of one (1) year, at the option of the County.

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Responses, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Response of any Responder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Responses, the County may consider the qualifications of Responders and may consider the qualifications and

experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Response.

Santa Rosa County reserves the right to waive any informalities or reject any and all Responses, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this Response and to accept the Response that in its judgment will best serve the interest of the County.

FORM OF AGREEMENT:

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

Respondent Name: _____

RFP 21-015 Metal Recycling and Refrigerant Recovery Services

- _____ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- _____ 1 Original Bid Package and 4 Copies and 1 Electronic Copy in .pdf on a CD or USB Drive
- _____ Bid Submittal Checklist attached to top of Original Bid Package
- _____ Cone of Silence
- _____ Sworn Statement Public Entity Crimes
- _____ Debarment Form
- _____ Conflict of Interest Form
- _____ Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- _____ Proof of State of Florida business certification

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: _____

By: _____
(Print)

Signature: _____

Title: _____

Date: _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, _____ representing _____
(Print) (Company)

On this _____ day of _____ 2020 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. 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, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: _____ Title: _____

Signature: _____

Firm: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Solicitation Name _____ # XX-XXX _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: _____

Name(s)

Position(s)

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____ State _____ Zip Code _____

PHONE NO: _____

E-MAIL: _____

Date: _____

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS
INSURANCE REQUIREMENTS
SRC Procurement Form INS Std _ 017_00_082119

INSURANCE REQUIREMENTS

1) THE SUBMITTER RECEIVING AN AWARD WILL OBTAIN OR POSSESS THE FOLLOWING INSURANCE COVERAGE'S AND WILL PROVIDE CERTIFICATES OF INSURANCE TO THE OWNER TO VERIFY SUCH COVERAGE:

A. WORKERS' COMPENSATION – MEET STATUTORY LIMITS IN COMPLIANCE WITH THE WORKERS COMPENSATION LAWS OF FLORIDA. THIS POLICY MUST INCLUDE EMPLOYER LIABILITY WITH A LIMIT OF \$100,000 FOR EACH ACCIDENT, \$500,000 DISEASE POLICY LIMIT AND \$100,000 DISEASE EACH EMPLOYEE LIMIT.

CONTRACTOR WILL PROVIDE A COPY OF THEIR EXEMPTION CERTIFICATE AND ARTICLES OF INCORPORATION IF CLAIMING EXCEPTION TO WORKERS COMPENSATION REQUIREMENT. THE DIVISION OF WORKERS' COMPENSATION OFFERS AN ONLINE SYSTEM FOR APPLICANTS TO APPLY FOR OR RENEW A CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA'S WORKERS' COMPENSATION LAW, MODIFY AN EXEMPTION APPLICATION, OR PRINT THEIR CERTIFICATE. THE WEBSITE IS; WC_EXEMPTION@MYFLORIDACFO.COM.

B. COMMERCIAL GENERAL LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS OF LIABILITY OF \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE, FOR BODILY INJURY AND PROPERTY DAMAGE. THIS SHALL INCLUDE COVERAGE FOR:

- i. PREMISES/OPERATIONS
- ii. PRODUCTS/COMPLETE OPERATIONS
- iii. CONTRACTUAL LIABILITY
- iv. INDEPENDENT CONTRACTORS

C. BUSINESS AUTO LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS \$500,000. COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. IF SPLIT LIMIT COVERAGE IS PROVIDED LIMITS OF 500,000 PER PERSON/500,000 PER ACCIDENT AND 500,000 FOR PROPERTY DAMAGE ARE REQUIRED. THIS SHALL INCLUDE COVERAGE FOR:

- i. OWNED AUTOS

ii. HIRED AUTOS

iii. NON-OWNED AUTOS

SPECIAL REQUIREMENTS

2) PRIOR TO EXECUTION OF A CONTRACT OR AGREEMENT, CERTIFICATES OF INSURANCE WILL BE PRODUCED THAT SHALL PROVIDE FOR THE FOLLOWING:

A. SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING PRODUCTS/COMPLETED OPERATIONS COVERAGE.

B. SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE BUSINESS AUTO LIABILITY POLICY.

C. SANTA ROSA COUNTY WILL BE GIVEN THIRTY (30) DAYS' NOTICE PRIOR TO CANCELLATION OR MODIFICATION OF ANY STIPULATED INSURANCE.

3) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL SUBCONTRACTORS COMPLY WITH ALL INSURANCE REQUIREMENTS.

4) IT SHOULD BE NOTED THAT THESE ARE MINIMUM REQUIREMENTS WHICH ARE SUBJECT TO MODIFICATION IN RESPONSE TO SPECIALIZED OR HIGH HAZARD OPERATIONS. IN THE EVENT OF UNUSUAL CIRCUMSTANCES, THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, MAY ADJUST THESE INSURANCE REQUIREMENTS.

5) **A COPY OF THESE COVERAGES ON A CERTIFICATE OF INSURANCE OR A LETTER OF INSURABILITY FROM YOUR CARRIER STATING THAT YOU WILL OBTAIN THE LEVELS OF COVERAGE ABOVE SHALL BE PROVIDED WITH YOUR BID SUBMISSION.**

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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REQUEST FOR PROPOSALS

RFP 21-015 Metal Recycling and Refrigerant Recovery Services

Santa Rosa County Solid Waste & Recycling Facility

PURPOSE

SANTA ROSA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY wishes to enter into a (1) one-year agreement with a metal recycling firm to supply the following services.

Variations of the Scope of Work will be reviewed and considered where such variation is not substantive in nature and may be accepted if in the best interests of the COUNTY as solely determined by the COUNTY. The COUNTY reserves the right to award the contract to the firm that the COUNTY determines is in its best interest.

SCOPE OF WORK

The work elements include, but are not limited to:

CONTRACTOR shall remove the refrigerant/coolant containing devices, scrap metal, and electronic breakage (e-scrap) from COUNTY Central Landfill, located at 6337 Da Lisa Rd, Milton, FL 32583 and COUNTY Jay Transfer Station, located at 3786 Transfer Station Rd on a regular-routine schedule as needed to adequately service the COUNTY during the facilities normal operating hours.

1. CONTRACTOR must operate in accordance with the terms and conditions of the COUNTY's Solid Waste Operation permits and Title V Air Operation Permit issued under the provisions of Chapter 403, Florida Statutes, (F.S.), and Chapters 62-4, 62-210, 62-213, and 62-701, Florida Administrative Code, (F.A.C).
2. CONTRACTOR must maintain compliance with all federal, state, and local hazardous and toxic waste management and recycling regulations, including but not limited to, the federal Clean Air Act, Resource Conservation Recovery Act, and Toxic Substances and Control Act.
3. CONTRACTOR or subcontractor must be EPA-licensed or utilize an EPA-licensed technician to recover, reclaim, transfer and/or destroy any remaining chlorofluorocarbon (CFC), hydro-chlorofluorocarbon (HCFC), and non-CFC refrigerants from appliances and shipments of appliances in accordance and compliance with all applicable air quality regulations including 40 CFR Part 82, section 608 of the Clean Air Act.
4. CONTRACTOR shall remove, label, and store, in compliance with all applicable regulations, all waste materials which require special handling, including but not limited to, capacitors containing polychlorinated biphenyls (PCBs), mercury-containing switches, used oils (including but not limited to compressor oil), and any other hazardous materials prior to shipment to licensed facilities for disposal or recycling.

5. CONTRACTOR shall remove, recycle, and/or dispose of non-hazardous waste, including, metals, glass, plastics, motors, and other materials.
6. CONTRACTOR shall remove, recycle, transport and/or dispose of all associated wastes from the COUNTY Central Landfill and Jay Transfer Station in compliance with all federal, state, and local laws and regulations.
7. CONTRACTOR may process transactions from weights and/or tares from any scales which possess a current Florida Department of Agriculture and Consumer Services Scale Certification Permit, but the CONTRACTOR is required to allow COUNTY to collect tare weights on all vehicles/containers used and allow COUNTY to collect weight tickets from every transaction where materials are removed from the COUNTY Central Landfill.
8. CONTRACTOR must maintain and provide upon the COUNTY's request, records of all recycling and disposal activities from materials removed from the COUNTY Central Landfill.
9. CONTRACTOR must submit reports documenting services upon request and either be provided monthly, quarterly, or annually to the COUNTY, including but not limited to:
 - a. Waste generation reports for all hazardous and non-hazardous wastes, including without limitation, capacitors disposed of as containing PCBs, mercury containing wastes, CFC-11, refrigerant(s), metal(s), glass, and plastic(s).
 - b. Amount of waste materials recycled and recovered by type.
 - c. Submit a "certificate of recycling" for all hazardous or toxic wastes not sent for disposal.
10. CONTRACTOR shall have a transparent process to ensure that all refrigerant/coolant containing devices are evacuated recycled and/or disposed in a manner consistent with this RFP.
11. CONTRACTOR shall minimize impacts to COUNTY solid waste operations and minimize COUNTY's storage, handling, or transporting of scrap metal and refrigerant/coolant devices to the greatest extent possible.
 - a. In an effort to minimize impacts to COUNTY containers with bottom hook for cable hoist/pull style roll-off trucks should be offered/used to the greatest extent possible if container servicing is being offered for collection by the CONTRACTOR.

TYPICAL COLLECTION TO INCLUDE

(These amounts represent the approximate volume averaged during the periods indicated and actual amounts achieved subsequently may vary.):

- 1) Scrap metal collection of 80-200 cubic yard (CY) per week.
 - a. COUNTY averaged 180 lbs. per CY in 2020.
 - b. COUNTY averaged 560 CY per month in 2020.
 - c. COUNTY collected 1,100,000 combined pounds of scrap metal and e-breakage in 2019.
 - d. COUNTY collected 1,450,000 combined pounds of scrap metal and e-breakage in 2020.
- 2) Refrigerant/coolant containing device collection of 80 CY per week.
 - a. COUNTY averaged 75 lbs. per CY in 2020.

- b. COUNTY averaged 200 CY per month in 2020.
- 3) Electronic Breakage (E-scrap) collection of 80 CY per month in 40 CY containers (or as specified and agreed).
 - a. COUNTY averaged 215 lbs. per CY in 2020.
 - b. COUNTY averaged 120 CY per month in 2020.
- 4) Remote Collection of Scrap Metal once per month from Jay Transfer Station.
 - a. COUNTY averaged 162 lbs. per CY in 2020.
 - b. COUNTY averaged 40 CY every 3 months in 2020.

ADDITIONAL TERMS AND PROVISIONS

1. COUNTY is requesting additional collection within 48-hours of when COUNTY advises that it has collected full containers of scrap metal or white goods containing refrigerant/coolant.
2. COUNTY may provide white goods containing refrigerant/coolant and other refrigerant/coolant containing devices segregated from scrap metal for refrigerant/coolant recovery if necessary.
3. White goods containing refrigerant/coolant and refrigerant/coolant containing devices requiring refrigerant/coolant recovery include but are not limited to: refrigerators; freezers; dehumidifiers; air-conditioning units; window, portable, or split air-conditioning units; vending machines; water chillers; etc.
4. COUNTY may elect to provide its citizens up to 4 Amnesty Day (single day events) to collect E-Scrap, scrap metal material, freon devices, and other materials not covered within the scope of this RFP. Acknowledgement that the proposing CONTRACTOR can service these events for scrap metal, e-scrap, and/or refrigerant/coolant containing devices should be detailed in the proposal.

PRICING

The rates finalized in the contract resulting from this RFP shall remain fixed and firm throughout the project duration. These rates are used as part of the vendor's proposal to evaluate and determine which vendor will provide the best program cost. All proposed pricing must be detailed within the proposal (example: Price per Pound or Price per 100 pounds). Bidders pricing should include all costs associated with the program, including without limitation: transportation, containers, buildings, labor, supervision, administration, materials, tools, trucks, fuel, insurance, equipment, performance of all operations, incidentals, and necessary licenses or permits. Bidder must specify exact terms of the program processes and requirements to satisfy all required duties. Bidders should provide itemized pricing for any or each of the following items:

1. **Removal and transportation charge for scrap metal, electronic scrap (e-scrap/e-breakage), and all refrigerant/coolant containing devices. (COUNTY's Preferred Option).**
Option 1. Quote a fixed price/lb. less than the variable market adjusting scrap metal rate for providing all containers and equipment for the adequate removal, transportation, and recycling of scrap metal, e-scrap, and refrigerant containing devices from the COUNTY

Central Landfill and Jay Transfer Station. Pricing for this option should include all means necessary for the CONTRACTOR to perform off-site recovery/evacuation of all refrigerant/coolant containing devices to adequately service the COUNTY Central Landfill and Jay Transfer Station and include all required documentation and reporting to COUNTY. CONTRACTOR should indicate in the proposal which commodity indicator it will be utilizing for the adjustable market value.

2. Removal and transportation charge for scrap metal and electronic scrap (e-scrap / e-breakage).

Option 2. Quote a fixed price/lb. less than the variable market adjusting scrap metal rate for providing all containers and equipment for the adequate removal, transportation, and recycling of scrap metal from the COUNTY Central Landfill and Jay Transfer Station. CONTRACTOR should indicate in the proposal which commodity indicator it will be utilizing for the adjustable market value.

3. Removal and transportation charge for refrigerant/coolant containing device evacuation recycling.

Option 3. Quote a fixed price per weight or volume, fixed price per 40 CY container, or fixed price per unit for refrigerant/coolant-containing device for transportation, removal, and recycling of all materials including recovery of all refrigerant/coolant and CFCs to include required documentation and reporting to COUNTY.

4. Refrigerant/coolant Containing Device Evacuation recycling

Option 4. Quote fixed price per weight or volume, fixed price per 40 CY container, or fixed price per unit for refrigerant/coolant containing device evacuation with COUNTY providing storage area for refrigerant recovery and/or COUNTY providing hauling of the refrigerant/coolant containing devices to/from CONTRACTOR specified facility within 50 miles of COUNTY Central Landfill for recycling and recovery to include all required documentation and reporting to COUNTY.

Describe any exceptions to the fixed costs in the above Option items 1, 2, 3, 4 or any exceptions or additional enhanced services offered.

CONTRACTOR should detail all means, methods, exceptions, and enhanced services to provide fixed cost quotes to perform each requested service.

REQUIREMENTS OF THE CONTRACTOR

1. The variable compensation scale for Metal Pricing must be specified within the proposal. The CONTRACTOR must indicate the pricing index or formula used for each commodity of scrap metal compensation in which they are including within the proposal. Such as the American Metal Market, iScrap, or company specific marketing formulas.
2. Provide all personnel, hauling equipment, and other resources that will be used for loading and transporting of the scrap metal, refrigerant/coolant containing devices, and e-scrap materials where applicable.

3. CONTRACTOR is responsible for removal of refrigerant/coolant in adherence with all environmental laws, rules, and regulations to meet all requirements of 40 CFR Part 82, including complying with section 608 Clean Air Act and provide COUNTY any certifications, documents, or statements requested by Federal, State, or local regulatory agencies to meet all refrigerant recovery provisions including providing documentation and recordkeeping for up to 3-years that refrigerant is recovered, reclaimed, transferred, or destroyed.
4. Provide refrigerant/coolant recovery manifest and provide “certificate of recovery/recycling” upon request from COUNTY and either monthly, quarterly, or annually with total quantity of refrigerant, by type, recovered from all disposed appliances in each calendar month; and upon completion.
5. Make sure storage and container areas are left neat and orderly.
6. Title to the refrigerant/coolant containing devices, e-scrap, and scrap metal shall pass to the CONTRACTOR at the time which it is loaded, and CONTRACTOR shall assume liability for all applicable local, state, and federal laws, including but not limited to transportation of refrigerant/coolant containing devices, e-scrap, and scrap metal as well as any applicable laws governing the processing and final disposal of those materials.
7. Other enhanced services the COUNTY may consider are:
 - a. CONTRACTOR ability to directly load materials staged at the COUNTY landfill using various means such as magnetic collection of small scrap metal from COUNTY facility.
 - b. Pricing for Convenience of CONTRACTOR to receive directly at CONTRACTOR’s facility by COUNTY collection equipment and/or trucks with 50 miles of Milton, FL.
 - c. CONTRACTOR ability to safely accept, dispose, invoice, document, and/or recycle empty, full, and partially pressurized cylinders, bottles, and/or tanks, including but not limited to:

1-100lb propane bottles, oxygen, helium, refrigerant/coolants, fire retardants and extinguishers, carbon dioxide, nitrogen, acetylene, tanks from 2-part foam operations, and more. These will be separated from other waste streams and CONTRACTOR should detail their collection methods, limitations, and pricing within the proposal.
 - d. Pricing/Proposal options for secure e-scrap, e-breakage, and/or electronic data destruction with industry certification.
 - e. Pricing options for CRT Television removal, transportation, processing, & recycling.
 - f. CONTRACTOR ability to work up to 4 amnesty day events per year to collect E-Scrap and Scrap Metal at remote sites in Santa Rosa County.

DEFINITIONS

CONTAINER – a metal roll-off dumpster commonly used for temporarily storing waste and materials, with a rear opening door, containers currently in use by COUNTY are 20-40 CY bottom hook for cable hoist/pull style roll-off truck collection.

CONTRACTOR - Any individual or business having a contract with a governmental body to provide, services, or construction for an agreed-upon price.

COUNTY - SANTA ROSA COUNTY, a political subdivision of the State of Florida, herein referred to as

CY – cubic yard - a unit of measurement, used to describe volume and container size.

ELECTRONIC BREAKAGE (E-BREAKAGE or E-SCRAP) – typically if an item plugs into an outlet or uses batteries, it qualifies as E-Scrap. E-scrap can include everything from home office equipment to toys to small appliances to cables and chargers. E-SCRAP from COUNTY has typically been pre-sorted and does not contain CRT's. COUNTY reserves the right to pre-sort and remove and recycle separately various electronic components to gain the highest yield possible from it's electronic waste stream prior to being offered as E-BREAKAGE or E-SCRAP to the CONTRACTOR.

FREON - “Freon” is a trademark name that has been used to refer to several different refrigerants, including chlorofluorocarbons (CFCs) such as CFC-12, and hydrochlorofluorocarbons (HCFCs) such as HCFC-22, which is often referred to as “R-22.”

PRESSURIZED CONTAINERS – or containers under pressure are containers designed to hold gases or liquids at a pressure substantially different from the ambient pressure.

REFRIGERANT/COOLANT - Class I (chlorofluorocarbon; CFC), Class II (hydrofluorocarbon; HCFC) substance, or substitute (e.g. hydrofluorocarbon; HFC) which is typically used for cooling in household or commercial appliances, including any air conditioner, motor vehicle air conditioner, refrigerator, chiller, or freezer.

REFRIGERANT/COOLANT CONTAINING DEVICE – appliances typically white goods which contain coolant / refrigerant / freon (trade-marked), common refrigerant types in household appliances include but are not limited to: R-22 and R410A. Devices containing refrigerant/coolant include, but are not limited to: Refrigerators, Freezers, Dehumidifiers, Air-Conditioning Units, Window Air-Conditioning units, vending machines, water chillers, etc.

RFP – Request for Proposal - A request for proposal (RFP) is a business document that announces and provides details about a project, as well as solicits bids from contractors who will help complete the project.

SCALES- A truck scale which is a large weight measuring device typically mounted permanently on a concrete foundation, that is used to weigh entire trucks/equipment and their contents. By weighing the vehicle both empty and when loaded, the load carried by the vehicle can be calculated.

SCRAP METAL - the combination of waste metal, metallic material and any product that contains metal that is capable of being recycled from previous consumption and may originate from commercial and/or residential use. Scrap metal from COUNTY will be mixed and may contain ferrous or non-ferrous metal, but is primary comprised of Tin and Iron.

WHITE GOODS – for the understanding of this RFP white goods are to be understood as to only as the household appliances which contain refrigerant/coolant including, but are not limited to: Refrigerators, Freezers, Dehumidifiers, Air-Conditioning Units, Window Air-Conditioning units, vending machines, water chillers, etc.

SERVICE LOCATIONS AND SERVICE HOURS (HOURS OF OPERATION)

Santa Rosa County Central Landfill
Physical Address
6337 Da Lisa Rd
Milton, FL 32583
Hours of Operation
Monday – Saturday 7:00 am – 5:00 pm

Jay Transfer Station
Physical Address
3786 Transfer Station Rd
Jay, FL 32565
Hours of Operation
Tuesday, Thursday, Saturday 8:00 am – 4:00 pm

Amnesty Day location for 2021
Santa Rosa Service Center
5841 Gulf Breeze Pkwy, Gulf Breeze, FL 32563
1st Quarter Amnesty Day is Scheduled for March 27, 2021 8:00 am – 12:00 pm

PROPOSAL CONTENTS

These instructions cover the format, contents, and development of proposals. The proposal should be no longer than 30 pages double-spaced (excluding attachments) to cover the sections listed below. Attachments that are required to provide necessary information are not included in the page count. Only that information deemed essential to convey the proposing CONTRACTOR’s understanding of COUNTY’s requirements for this RFP should be submitted. Items not listed below and not explicitly related to the RFP (i.e., general marketing materials and examples of work unrelated to the scope of the request) will not be considered in the evaluation process.

All proposals should include the following items in the order listed below and must be organized as shown below:

Section 1—Proposal Summary - This should include the highlights of the proposal, such as an overview of the CONTRACTOR organization, most relevant experience of the proposing CONTRACTOR, a summarized payment and/or pricing structure, and rate terms.

Section 2—CONTRACTOR Information & Signature Form -This form is provided as Attachment 1 of the RFP. The form should be completed and signed by the person with authority to approve contracts with COUNTY.

Section 3 – Ability to understand scope and perform duties – Address the firm’s understanding of the stated Scope of Work detailed within this RFP. Describe the firm’s resources available to support the services to be performed.

Section 4 – Practices and Description - CONTRACTORS must submit a description of their process (including labor and equipment used) for collecting and transporting scrap metal, refrigerant/coolant containing devices, e-scrap, and performing refrigerant/coolant recovery. CONTRACTORS must also provide information on the ultimate destination(s) of material products and materials recovered, recycled, and/or disposed.

Section 5 – Ability to provide COUNTY considered enhanced services - State the ability to provide any enhanced services as outlined above. Detail any changes this may have in the pricing structure.

Section 6 – References - CONTRACTORS must provide a list of projects within the last five (5) years that demonstrate the applicants’ skills and capabilities with the type of services being requested. Please include the project name, location, client contact name, and telephone number.

Section 7 - Payment Schedule - Please provide all applicable billing / payment schedule(s) and terms. Billing/invoicing to COUNTY may be per load, weekly, or monthly. All payments and invoices must include the following line items for every load removed from COUNTY facilities. This must include the Location; Date the materials were removed from COUNTY facilities; Material Type; Gross Weight, Tare Weight, and Net weight; Pricing, Itemized Amounts, and Total; Comments for any deductions; and SRC Ticket Number from Central Landfill Outbound Scales Software. EACH LINE-ITEM ON ALL INVOICES MUST REFERENCE AN INDIVIDUAL CORRESPONDING SRC TICKET NUMBER or provide justification as to why there is not an SRC Ticket Number assigned and be approved by the COUNTY Environmental Manager.

REVIEW AND SELECTION PROCESS

	Maximum Score
Pricing.	25 Points
Specialized or appropriate expertise in Metal Recycling, Refrigerant/coolant Recovery, and documentation.	20 Points
Adequate staff and equipment to minimize impact on COUNTY solid waste operations.	20 Points
Ability to transport and remove material in a timely manner upon notification from the COUNTY.	15 Points
Previous experience with this type of project.	10 Points
Other factors that may be appropriate for the project.	5 Points
References: Two from each vendor.	5 Points
TOTAL	100 Points

PARTIAL AND MULTIPLE AWARDS

The COUNTY reserves the right to name partial and/or multiple awards, in the best interest of the COUNTY. Proposers are to prepare proposals given the COUNTY's right to partial or multiple awards. If Proposer is submitting an All or None offer, such offer must be clearly marked as All or None. Further, the COUNTY may eliminate an individual line item when calculating award, in order to best meet the needs of the COUNTY, if a particular line item is not routinely available or is a cost that exceeds the COUNTY funds. For Proposals, the COUNTY may negotiate with the successful Proposer, to finalize the work and specifications consistent with the objectives of the RFP.

OPTIONAL RENEWAL TERMS

This Agreement may be renewed for three (3) successive one (1) year terms (each, a "Renewal Term") by mutual written agreement of the parties hereto, executed not less than three (3) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.

AGREEMENT BETWEEN _____ COUNTY, FLORIDA
AND _____
CONTRACT ID _____

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this _____, day of _____, 20____, by and between _____ County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of _____, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide _____ (“Services”); and

WHEREAS, pursuant to the _____ County Purchasing Manual, the County issued an _____ to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s response to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and independent entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

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

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement _____ and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification;

- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other documents by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ____ (____) days to cure such default. If the default remains uncured after ____ (____) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for _____ County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. 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 Florida Statutes or as otherwise provided by law.
- c. 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.
- d. 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 public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S OBLIGATION TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

10. Audit. The County or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the

selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete

authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the Services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of

the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in the boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY: _____

Print Name

ATTEST:

_____ COUNTY, FLORIDA

BY: _____

DRAFT

Attachment "A"

DRAFT

**Attachment “B”
Insurance Requirements**

DRAFT

Attachment “C” Civil Rights Clauses

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment “D”
Scrutinized Contractors Certificate**

DRAFT

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____





**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

Original

BID SUBMISSION CHECKLIST

Respondent Name: Comfort Systems USA Southeast
RFP 21-015 Metal Recycling and Refrigerant Recovery Services

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 4 Copies and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of State of Florida business certification

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Comfort Systems USA Southeast

By: Lester Rushing
(Print)

Signature: [Signature]

Title: Sales Engineer

Date: 4-6-21

April 6, 2021

Santa Rosa County Procurement Department
6495 Caroline Street
Suite M
Milton, FL 32570

RE: RFP 21-015 Metal Recycling and Refrigerant Recovery Services

Santa Rosa County Procurement Department,

Comfort Systems USA Southeast is pleased to submit this response to the RFP referenced above. We propose to perform this work as follows:

1. Weekly Recovery Services – CSUSA will schedule a technician to be on site at the Landfill (at either the Central Landfill or the Jay Transfer Station) on the same day and time each week that is selected by you.
2. Labor – CSUSA has a contracted labor rate with Santa Rosa County of \$80.00 per hour and we propose to use this same rate to perform this work.
3. Daily Truck & Recovery Equipment Cost – CSUSA would charge a daily amount of \$135.00 which includes the truck/travel expense of \$35.00 (also matches the contract with the County) plus \$100 for the EPA and refrigerant compliance cost. This includes the required paperwork and the archiving of the paperwork as required by the EPA.
4. Refrigerant Cylinders – CSUSA would furnish the refrigerant cylinders, one per refrigerant type, and would use these cylinders to collect each type of refrigerant we encounter. Once the cylinder is 100% full, we would then turn the cylinders in for processing and each 100% full cylinder would then cost \$50 to process.
5. Generator (if no power is available) – In the event there is no 120-volt power available at the location where the equipment will be collected and thus will require us to provide a portable generator, there would be a \$50 generator use cost per day.
6. Our response to this RFP is limited to only the refrigerant recovery work and to performed at the Central Landfill and Jay Transfer station. We exclude the other scope of work items listed within the RFP.

Please review this proposed methodology and let me know if you would like any changes or modifications to all of this.

Please contact me at (850) 712 - 9093 should you have any questions with any of this.

Best Regards,



Les Rushing
Comfort Systems USA Southeast
(850)712-9093



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: Metal Recycling and Refrigerant
2. This sworn statement is submitted by, Comfort Systems USA Southeast, whose business address is, 3779 Abigail Drive, Theodore, AL 36582, and (if applicable) Federal Employer Identification Number (FEIN) is 74-2885030 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Joe Tillman and my relationship to the entity named above is Service Manager (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

8. 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, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Joe Tillman
Name

Joe Tillman
Signature

4/6/2021
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of April 6, 2021, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: Santa Rosa
My Commission expires: 6-1-21

Notary Public

[Signature]





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Lester Rushing representing Comfort Systems USA Southeast
(Print) (Company)

On this 6 day of April 2021 ~~2020~~ hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

[Handwritten Signature]

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: ✓

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Comfort Systems USA Southeast
 BY (PRINTED): Lester Rushing
 BY (SIGNATURE): [Signature]
 TITLE: Sales Engineer
 ADDRESS: 3779 Abigail Drive State AL Zip Code 36582
 PHONE NO: 850-712-9093
 E-MAIL: lester.rushing@comfortsystemsusa.com
 Date: 4-6-21



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Lester Rushing Title: Sales Engineer

Signature: [Handwritten Signature]

Firm: Comfort Systems USA Southeast

Street Address: 3779 Abigail Drive

City: Theodore

State: AL Zip Code: 36582

Solicitation Name Metal Recycling and Refrigerant Recovery Services ~~xx-xxx~~ RFP 21-015



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ANDERSON, KIMBERLEE L

COMFORT SYSTEMS USA (SOUTHEAST) INC
7282 PLANTATION RD
SUITE 101
PENSACOLA FL 32504

LICENSE NUMBER: CMC057076

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**Attachment “B”
Insurance Requirements**

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS
INSURANCE REQUIREMENTS
SRC Procurement Form INS Std _ 017_00_082119

INSURANCE REQUIREMENTS

1) **THE SUBMITTER RECEIVING AN AWARD WILL OBTAIN OR POSSESS THE FOLLOWING INSURANCE COVERAGE'S AND WILL PROVIDE CERTIFICATES OF INSURANCE TO THE OWNER TO VERIFY SUCH COVERAGE:**

A. WORKERS' COMPENSATION – MEET STATUTORY LIMITS IN COMPLIANCE WITH THE WORKERS COMPENSATION LAWS OF FLORIDA. THIS POLICY MUST INCLUDE EMPLOYER LIABILITY WITH A LIMIT OF \$100,000 FOR EACH ACCIDENT, \$500,000 DISEASE POLICY LIMIT AND \$100,000 DISEASE EACH EMPLOYEE LIMIT.

CONTRACTOR WILL PROVIDE A COPY OF THEIR EXEMPTION CERTIFICATE AND ARTICLES OF INCORPORATION IF CLAIMING EXCEPTION TO WORKERS COMPENSATION REQUIREMENT. THE DIVISION OF WORKERS' COMPENSATION OFFERS AN ONLINE SYSTEM FOR APPLICANTS TO APPLY FOR OR RENEW A CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA'S WORKERS' COMPENSATION LAW, MODIFY AN EXEMPTION APPLICATION, OR PRINT THEIR CERTIFICATE. THE WEBSITE IS; WC_EXEMPTION@MYFLORIDACFO.COM.

B. COMMERCIAL GENERAL LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS OF LIABILITY OF \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE, FOR BODILY INJURY AND PROPERTY DAMAGE. THIS SHALL INCLUDE COVERAGE FOR:

- i. PREMISES/OPERATIONS
- ii. PRODUCTS/COMPLETE OPERATIONS
- iii. CONTRACTUAL LIABILITY
- iv. INDEPENDENT CONTRACTORS

C. BUSINESS AUTO LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS \$500,000. COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. IF SPLIT LIMIT COVERAGE IS PROVIDED LIMITS OF 500,000 PER PERSON/500,000 PER ACCIDENT AND 500,000 FOR PROPERTY DAMAGE ARE REQUIRED. THIS SHALL INCLUDE COVERAGE FOR:

- i. OWNED AUTOS
- ii. HIRED AUTOS
- iii. NON-OWNED AUTOS

SPECIAL REQUIREMENTS

2) **PRIOR TO EXECUTION OF A CONTRACT OR AGREEMENT, CERTIFICATES OF INSURANCE WILL BE PRODUCED THAT SHALL PROVIDE FOR THE FOLLOWING:**

A. **SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING PRODUCTS/COMPLETED OPERATIONS COVERAGE.**

B. SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE BUSINESS AUTO LIABILITY POLICY.

C. SANTA ROSA COUNTY WILL BE GIVEN THIRTY (30) DAYS' NOTICE PRIOR TO CANCELLATION OR MODIFICATION OF ANY STIPULATED INSURANCE.

3) **IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL SUBCONTRACTORS COMPLY WITH ALL INSURANCE REQUIREMENTS.**

4) **IT SHOULD BE NOTED THAT THESE ARE MINIMUM REQUIREMENTS WHICH ARE SUBJECT TO MODIFICATION IN RESPONSE TO SPECIALIZED OR HIGH HAZARD OPERATIONS. IN THE EVENT OF UNUSUAL CIRCUMSTANCES, THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, MAY ADJUST THESE INSURANCE REQUIREMENTS.**

5) **A COPY OF THESE COVERAGES ON A CERTIFICATE OF INSURANCE OR A LETTER OF INSURABILITY FROM YOUR CARRIER STATING THAT YOU WILL OBTAIN THE LEVELS OF COVERAGE ABOVE SHALL BE PROVIDED WITH YOUR BID SUBMISSION.**

**Attachment “C”
Civil Rights Clauses**

Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
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- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE:

4/28/21

SIGNATURE:

Joe Tillman

COMPANY:

Comfort systems

NAME:

Joe Tillman

(Typed or Printed)

ADDRESS:

3779 Abigail Dr
Mobile, AL. 36582

TITLE:

Service Manager

E-MAIL:

Joe.tillman@csasasouth
east.com

PHONE NO.:

251-661-0717