



# Waste Reduction Grant

🌲 Request For Application

🏛️ Solid Waste & Resource Recovery

**Project ID:** RFA 22-333-MM

**Release Date:** Wednesday, May 11, 2022

**Due Date:** Wednesday, June 22, 2022 2:00pm

📅 Posted 📅 Wednesday, May 11, 2022 3:00am

📁 Bid Unsealed Wednesday, June 22, 2022 2:01pm

📁 Pricing Unsealed Wednesday, June 22, 2022 2:01pm

*All dates & times in Eastern Time*

## 🔒 Information for Internal Use Only

**Budget Amount:**

\$200,000.00

**Budget Description:**

Grant

**Budget Account ID:**

Gus please provide

## 📢 Post Information

**Posted At:**

Wed, May 11, 2022 3:00 AM

**Sealed Bid Process:**

Yes (Bids Unsealed / Pricing Unsealed)

**Private Bid:**

No

# 1. Introduction

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## 1. Summary

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The Alachua County Board of County Commissioners (“Board”) is seeking applications from qualified non-governmental, non-profit and for-profit entities (“Applicant”) for the Waste Reduction Grant (“Grant”) Request for Application (“RFA”).

The following apply to this request for application: [Instruction to Proposers](#), [Terms and Conditions](#), [Insurance](#), [Scope of Work](#), [Sample Agreement/Contract](#), [Proposed Requirements and Organization](#), [Request for Proposal Selection Procedures](#), [Evaluation Phases](#), [Attachments](#), and [Submittals](#).

The Waste Reduction Grant is designed to stoke innovation, spur development, and encourage the enhancement of Waste Reduction programs within our non-profit and for-profit community for the benefit of the residents of Alachua County (County).

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## 2. Background

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

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

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## 3. Contact Information

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**Mandy Mullins**

Procurement Agent I

Email: [mmmullins@alachuacounty.us](mailto:mmmullins@alachuacounty.us)

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

**Department:**

Solid Waste &amp; Resource Recovery

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## 4. Timeline

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OpenGov Release Project Date:

May 11, 2022

Voluntary Pre-Application Meeting (Non-Mandatory):

May 26, 2022, 10:00am

Leveda Brown Environmental Park &amp; Transfer Station

5115 NE 63rd Ave.

Gainesville, FL 32609

Question Submission Deadline:

June 13, 2022, 6:00am

Application Submission Deadline:

June 22, 2022, 2:00pm

## 2. Advertisement for RFA

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### 1. Advertisement for Application

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Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for and requesting Applications for :

RFA 22-333-MM: Waste Reduction Grant

RFA Voluntary Pre-Application Meeting: Thursday, May 26, 2022 at 10:00 am Leveda Brown

Environmental Park &amp; Transfer Station

5115 NE 63rd Ave.

Gainesville, FL 32609

RFA Opens : Wednesday, June 22, 2022, 2:00 pm

The County posts and distributes information pertaining to its procurement solicitations on it Public Portal

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

In order to submit an application response to this solicitation the consultant must be registered on Alachua County's Public Portal.

If you have a disability and need an accommodation to participate in Alachua County's procurement process, please contact the Division of Procurement at 352.374.5202. TDD/TTY users, please call 711 (Florida Relay System). In accordance with the Provisions of the ADA, this document may be requested in an alternate format.

## 3. Instruction to Applicants

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### 1. Submission of Request for Application

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The County posts and distributes information pertaining to its procurement solicitations on the County Public Portal. In order to submit an application response to this solicitation the vendor must be registered with the County's Public Portal.

Applications must be submitted with all required submissions included. Failure to comply may preclude consideration of the application.

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

Costs for the preparation and submittal of applications in response to this Request for Application are entirely the obligation of the applicant and shall not be chargeable in any manner to Alachua County.

Upon submission, all applications become the property of Alachua County which has the right to use any or all ideas presented in any application submitted in response to this Request for Application, whether or not the application is accepted.

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

The application response, containing all required documents, must be received by 2:00 pm on Wednesday, June 22, 2022. The applicants submittal must be completed in the Public Portal prior to the 2:00 pm deadline. Any required uploaded documents should be done in PDF format and be labeled correctly, unless the solicitation states otherwise. The pdf document should be titled with Applicant's name, RFA number, and if the response is submitted in parts, include "Part # of x".

#### **THE COUNTY and the PUBLIC PORTAL PLATFORM WILL NOT ACCEPT LATE SUBMITTALS**

Modifications to or withdrawal of a Applicant's submittal can be made up to the deadline date.

Modifications and withdrawals must be documented in the Public Portal in order to be recognized by the County.

The response must be submitted with the firm name by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the applicant. An authorized representative who is not an officer may submit the application, in this case the Applicant must say yes to the Submittals section granting authorization to the officer or authorized representative to execute on behalf of the business.

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## 2. Withdrawal of Request for Application

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Modifications to or withdrawal of a Applicant's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in the County's Public Portal in order to be recognized by the County. Any Applicant may withdraw their application, either personally, electronically, or written request, at any time prior to the scheduled closing time for receipt of applications. Any submittal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

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## 3. Request for Information - Inquires - Addendum Question

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After thoroughly reading this Request for Applications and Exhibits, any Applicant in doubt as to the true meaning of the Request for Application or related documents may submit a written interpretation request, via the question and answer tab, at least ten (10) days prior to closing date set for receipt of applications to be considered for a response.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to the Public Portal. Oral answers will not be authoritative. All addenda so issued shall become part of the RFA documents.

Addenda Notification: Bidders are required to register for an account via the County's e-Procurement Public Portal. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/alachuacounty>.

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## 4. Acceptance/Rejection of Applications

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Alachua County reserves the right to reject any application which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate applications, incomplete or unbalanced applications or irregularities of any kind.

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

Alachua County reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Applicant if a selected Applicant does not execute a contract within thirty (30) days after the award of the application.

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

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## 5. Electronic Signatures

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The Parties agree that an electronic version of the submitted application shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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## 6. Alachua County Government Minimum Wage (GMW)

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Services solicited through this RFA are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain contractors and subcontractors providing selected services to

Alachua County government. Applicants should consider the cost of compliance, if any, when submitting applications.

The contractor shall certify via **Submittals** section it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors.

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## 7. Drug Free Workplace

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Vendor certifies that they are a drug-free workplace shall complete **Submittals** section.

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## 8. Term of Agreement/Renewal

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An agreement which is entered into as a result of this RFA shall be effective upon execution by both parties and continue through TBD, subject to availability of funding, if not otherwise terminated prior to this date as allowed for by contract.

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## 9. Consideration of Applications

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Applications will be considered from Applicant normally engaged in providing and performing services as specified herein. The Applicant must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

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## 10. RFA Appeal Process

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Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN, RFA), and is not limited solely to a Person that submits a application in response to an Request for Application (RFA).

Only the RFA process may be appealed. RFA Evaluation Team Funding Recommendations are not released prior to the resolution of any appeal or prior to the appeal deadline. The funding recommendations made by the RFA Evaluation Team cannot be appealed. The final funding decision

made by the Board can also not be appealed. All decisions made by the Board shall be finalized at a scheduled Board meeting.

#### A. Timing and Content of the Solicitation Protest

1. The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 "Procurement", Article 9 "Legal and Contractual Remedies" and must be received by the Procurement Manager [lsapp@alachuacounty.us](mailto:lsapp@alachuacounty.us) by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder's right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

**B. Burden of Proof:** Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

**C. Stay of Procurement during Protests:** In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

1. necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
2. necessary to avoid or substantially reduce significant damage to County property;
3. necessary to avoid or substantially reduce interruption of essential County Services; or;
4. otherwise in the best interest of the public.

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## 11. Proprietary Information

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Responses to this RFA, upon receipt by the County, become public records subject to the provisions of Chapter 119 F.S., Florida Public Records Law.

## 4. Terms and Conditions

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

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### 1. Alachua County COVID-19

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Alachua County has established safety protocols to protect the spread of COVID-19 in the workplace and among the workforce. The Contractor agrees to comply with adopted Alachua County COVID-19 Procedure, as amended, concerning masking and social distancing as applicable to employees while working or providing services inside a Covered Alachua County Facility.

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## 2. Non-Warranty of Request for Applications

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

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## 3. Request for Clarification

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

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## 4. U.S. Department of Homeland Security E-Verify System

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The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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

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## 5. Public Entity Crimes

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A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a application on a contract to provide any goods or services to a public entity, may not submit a application on a contract with a public entity for the construction or repair of a public building or public work, may not submit applications on leases of real property to a public entity, may not be awarded or perform work as a Applicant, supplier, sub applicant, or Applicant under a

contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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## 6. Workplace Violence

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

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

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

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## 7. Governing Law

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An agreement which is entered into as a result of this RFA shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

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## 8. Payments

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All payments will be made in accordance with the Agreement.

All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

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## 9. Laws, Permits and Regulations

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

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

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

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## 10. Indemnification

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To the maximum extent permitted by Florida law, the Grantee shall defend, indemnify, and hold harmless the County, its officers, and its employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of an agreement resulting from this RFA by the Grantee or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Grantee or anyone employed or utilized by the Grantee in the performance of an agreement resulting from this RFA.

The duty to defend under this article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Grantee, the County, and the indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Grantee. The Grantee's obligation to indemnify and defend under this article will survive the expiration or earlier termination of an agreement resulting from this RFA until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of Florida Statute 768.28.

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## 11. Default and Termination

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

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

behalf of the County to the selected Applicant.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Applicant prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

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

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## 12. Non Waiver

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

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## 13. Independent Organization(s)

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In the performance of an agreement entered into as a result of the RFA, the Grantee will be acting in the capacity of an independent organization and not as an agent, employee, partner, joint venture, or associate of the County. The Grantee shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Grantee in the full performance of an agreement resulting from this RFA.

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## 14. Conflict of Interest

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

Applicants are required to answer the questions located in the **Submittals** section.

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## 15. Collusion

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The Applicant, by submitting their application form, declares that the application is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

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

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## 16. Amendments

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An agreement entered into as a result of the RFA may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

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## 17. Assignment of Personnel

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

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## 18. Basis for Contract Negotiation

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Agreements entered into as a result of this RFA will utilize the applicant's submitted Grant application as the basis for negotiating the agreement.

### A. Independent Contractor

1. Awarded applicants (hereafter referred to as "Grantee") will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. Grantee is solely responsible for the means, methods, techniques, sequences, and procedures utilized by the Grantee in the full performance of an agreement resulting from this RFA. Neither Grantee nor any of its employees, officers, agents, or any other individual directed to act on behalf of Grantee for any act related to an agreement resulting from the RFA shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the County.
2. For independent contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida

Worker's Compensation Act, the independent contractor verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees, and others, of their lack of entitlement to worker's compensation benefits.

3. Policies and decisions of Grantee, which may be represented by Grantee in performance of an agreement which has resulted from this RFA, shall not be construed to be the policies or decisions of the County.

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## 19. Examination of Request for Application

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Before submitting an application, it shall be the Applicant's responsibility to examine thoroughly the Request for Application or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Applicant of complete performance under the contract.

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## 20. Award of Contract(s)

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

# 5. Scope of Work

*The services requested, herein, are for Waste Reduction Grant.*

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## 1. General Program Guidelines

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### A. Location

1. The applicant must be a non-governmental, non-profit or for-profit entity registered in, and in good standing with, the State of Florida. In order to receive Grant funds, applicants must have a physical location within the borders of Alachua County by the time of execution of an agreement resulting from the RFA.

### B. Funding

1. The total funding for this Grant Program is \$200,000. The maximum amount that may be awarded to any applicant/grantee is \$40,000. Multi-year projects will be considered, but

funding is generally awarded for 12-month intervals.

2. The RFA Evaluation Team is under no obligation to recommend approval and/or funding of any Grant application. The allocation of funds is contingent on fund availability and is at the sole discretion of the Board.

#### C. Funding Categories

1. All programs receiving funds through the Grant must meet the Waste Reduction goals Goals of the County as described in the Joint Alachua County / City of Gainesville Zero Waste Strategy Report and Implementation Plan. Programs include, but are not limited to: Reuse / Repair, C&D Recycling, Food Waste Composting, Recycling, Research, Education and Outreach, other Waste Reduction Activities as recommended in the County's Zero Waste Plan.
2. Proposals that include the use of tires, plastics or plastic derived materials as a fuel source or as feedstock for a waste to energy facility are not eligible to receive funding.

#### D. Reporting

1. Recipients of a Waste Reduction Grant from Alachua County will be required to provide quarterly reports to Alachua County detailing the progress of the project supported by the grant, the tons of waste diverted and a summary of the activities undertaken in support of the Waste Reduction activities proposed in this application.

#### E. Reimbursement Grant

1. This is a reimbursement grant. The Grantee must first expend their own funds and request reimbursement from the County. Non-profit organizations are eligible to receive up to a 25% advance of their grant funding.
2. Generally, reimbursement requests which are accompanied with appropriate backup materials are processed within thirty (30) calendar days.

#### F. Reimbursement eligibility

1. Waste Reduction Grant funds may be used for the creation of Waste Reduction activities, or the enhancement of existing ones. This includes, but is not limited to, new construction costs, equipment purchases, promotional materials, supplies, and salaries of new positions when those expenses are incurred in the execution of the Waste Reduction activities proposed in the Grant application. This does not include, and is not limited in excluding, maintenance expenses, facility and grounds beautification, salaries of current positions, insurance, membership fees or dues, and any other expenses not related to the Waste Reduction activities contained in the Grant application.

#### G. Compliance with Alachua County Minimum Wage

1. Recipients of Grant funds must comply with the Alachua County Minimum Wage Ordinance as established in Ordinance No. 16-05.

2. As of October 1, 2021, the Alachua County Minimum Wage, as approved by the Board, is \$15.00/hr. when benefits equivalent to \$2.00/hr. or more are provided. When benefits equivalent to \$2.00/hr. or more are not provided, the Alachua County Minimum Wage is \$17.00/hr.

## 6. Sample Agreement/Contract

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### 1. SAMPLE RFA Agreement

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WASTE REDUCTION GRANT AGREEMENT NO. \_\_\_\_\_ BETWEEN ALACHUA COUNTY AND  
(GRANTEE NAME)

THIS AGREEMENT is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and (Grantee Name) a non-governmental, non-profit and/or for-profit agency organized under the laws of the State of Florida ("Agency"), collectively the "Parties".

WITNESSETH:

WHEREAS, the Board of County Commissioners of Alachua County ("Board") allocated funds for use in making competitive awards to non-governmental, non-profit and for-profit agencies through the Waste Reduction Grant to enhance Alachua County's waste reduction goals; and

WHEREAS, the County issued Request for Application (RFA) 22-333-MM seeking applications from qualified agencies to programs funded under the Waste Reduction Grant; and

WHEREAS, after reviewing the Agency's application, the County found Agency's Program, as described in Exhibit 1 attached hereto ("Program"), meets the criteria of the Waste Reduction Grant and such Program was selected by the Board for funding.

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

1. Term:

A. This Agreement shall commence upon execution by both Parties, for activities performed beginning \_\_\_\_\_, and continue through and including \_\_\_\_\_, unless earlier terminated, as provided herein.



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

2. Scope of (Program) Services:

A. The County agrees to provide funding to the Agency for the Program described and outlined in Exhibit 1, attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the Program described in Exhibit 1, attached hereto.

C. The Agency understands and agrees to be bound by the guidelines and funding restrictions contained in RFA 22-333-MM. Failure to comply will be considered a default of this Agreement.

3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this Agreement, the County agrees to pay the Agency an amount not to exceed \$\_\_\_\_\_ for the term of the Agreement in accordance with the details as specified below.

B. As a condition precedent for any payment by the County, the Agency shall submit monthly, unless otherwise agreed in writing by the County, an Invoice to the County requesting payment for services properly rendered and expenses due. The Agency invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment constitutes Agency's representation to the County that all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to the County at the following address:

Waste Reduction Grant Program Manager

Alachua County Solid Waste and Resource Recovery Department

5620 NW 120th Ln, Gainesville, FL 32653

Email: [pirby@AlachuaCounty.US](mailto:pirby@AlachuaCounty.US)

D. In the event that the County becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction. The County may also withhold payment due to the Agency until the Agency provides the documentation and data, in support of expenses, as required by the County.

E. The Agency shall submit its final invoice for each grant period by October 15th of each year. The County has no obligation to provide reimbursement to the Agency for invoices which include expenses incurred in any previous grant period if submitted after October 15th, unless otherwise agreed in writing by the County. Notices to the Agency will be provided to the Agency at the following address:

TBD

#### 4. Audit, Records, and Reporting:

##### A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds.
- 2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the County.

B. The Agency must submit reports to the County as required by the County at the address listed in paragraph 3(c) above. Reports shall be submitted on the forms and in the formats made available to the Agency from the County. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency.

C. To the extent law, statute, or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing. The Agency failure to correct the deficiencies may result in the County withholding payments or the Agency being deemed in default of this Agreement.

#### 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this Agreement will place the Agency in default. Prior to terminating the Agreement, the County will notify the Agency in writing of the default. This notification will make reference to the provision(s) of this agreement which gave rise to the default.

The County will give the Agency seven (7) calendar days from the date of the notice to cure the default. The Waste Reduction Grant Program Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Solid Waste and Resource Recovery is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate this Agreement without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide the Termination for Convenience on behalf of the County. In the event of such Termination for Convenience, the County agrees to reimburse the Agency for the goods and services of the Program provided prior to the date of the Termination for Convenience. The Agency shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated expenses of the Program not yet completed or performed.

6. Modifications:

A. This Agreement may be modified and amended by mutual Agreement of the Agency and the Board. Any modification of the terms of this Agreement shall only become effective upon a written amendment to this Agreement, duly executed by both Parties.

B. County staff may accept and approve revisions to scope of services and budget provided the revisions are consistent with the original submitted proposal and that such requests are made and agreed to in writing. Requested revisions may not include additional fiscal impact or changes to Board approved funding allocation.

7. Assignment: Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party.

8. Independent Contractor: In the performance of this Agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this Agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

9. Indemnification: The Agency shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency or anyone employed or utilized by the Agency in the performance of this Agreement. The

Agency's obligation to indemnify will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. Laws & Regulations: The Agency will comply with all federal, state, and local laws, ordinances, regulations, and rules.

11. Non-Waiver: The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

12. Severability: If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

13. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties.

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

15. Conflict of Interest: The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

17. Governing Law and Venue: This Agreement is governed in accordance with the laws of the State of Florida. Venue for any legal action is in Alachua County, FL.

18. Construction: This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have contributed to the preparation of this Agreement.

19. Public Records:

A. General Provisions:

1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or

ordinance or in connection with the transaction of official business by any agency per Section 119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, when acting on behalf of the County, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Agency shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Agency does not transfer the records to the County

B. Confidential Information:

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. The Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI."

2) The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

C. Program Completion: Upon expiration of this Agreement, or in the event this Agreement is terminated, the Agency, when acting on behalf of the County as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

D. Compliance:

- 1) If the Agency does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- 2) An Agency who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10.

IF THE AGENCY 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 COUNTY REPRESENTATIVE AT E-MAIL:

publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

20. Communications: The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Waste Reduction Grant Program Manager or other Waste Reduction Grant representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Waste Reduction Grant Program Manager of any changes in e-mail, staff, executive director, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Waste Reduction Grant Program Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

21. No Religious or Sectarian Requirement: In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The Program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

22. Award Acknowledgement of Support: The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Waste Reduction Grant", is to be added to all published materials, announcements, and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

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

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## 2. SAMPLE RFA Agreement Cont'd

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24. Exhibits: All exhibits to this Agreement are incorporated into and made part of this Agreement by reference. This Agreement includes the following attachments:

### Exhibit 1: Scope of (Program) Services

Electronic Signatures: The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures.

Electronic signatures shall have the same legal effect and enforceability as manually written signatures.

The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Agency with instructions on how to use said method.

Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. Verification of Personnel: The Agency will comply with all Florida law related to level 2 criminal background checks for Agency staff and volunteers that have unsupervised contact with children and other vulnerable individuals served in the Program. All screenings are to be substantially consistent with the standards set forth in Section 435.04, Florida Statute and must be available from the Agency to the

County upon the County's request. In accordance with Florida law, every Florida public employer, along with contractors and subcontractors, must enroll and use the E-Verify system to confirm the eligibility of all employees hired after January 1, 2021.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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

ALACHUA COUNTY, FLORIDA

By:

Michele Lieberman, County Manager

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_

County Attorney

AGENCY

Agency's Name:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 1: Scope of (Program) Services

Alachua County Waste Reduction Grant

Agency:

Program:

Requested Amount:



Awarded Amount:

A. Program Description:

## 7. Request for Application Selection Procedures

*The applicant(s) selected to receive Grant funds will be selected from the qualified responses to this RFA. The selection process will be as follows:*

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### 1. Contact with Members of the Evaluation Team

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To ensure fair consideration for all Applicants, the County prohibits communication by an applicant to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section A. Additionally, the County prohibits communications initiated by a Applicant to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

- A. Any communication initiated by an Applicant and the County will be initiated by the County's Procurement Division in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Applicant to anyone other than the appropriate Procurement Representative may be grounds for disqualifying the offending Applicant from consideration of award of the proposal being evaluated and/or any future proposal.
- B. It will be the responsibility of the Applicant to contact the County's Division of Procurement prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

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### 2. RFA Selection Procedures

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#### A. RFA Grant Application

1. The applicant is encouraged to use the application template provided by the County. Should the applicant desire to use their own application template, it must contain all of the elements of the County provided template and be approved by the Procurement Department prior to use.

#### B. RFA Evaluation Team

1. All completed applications will be reviewed by a County appointed RFA Evaluation Team (Team). The Team will evaluate applications in accordance with the evaluation criteria

identified in Section 4.0 and as addressed in Section 2.0. The Team serves in an advisory capacity to the Board of County Commissioners and is responsible for evaluating and scoring applications and making funding recommendations to the Board.

### C. Awarding of Grant Funds

1. The Board decides the final funding award(s). Funding decisions will be considered and approved at a publicly noticed meeting held in the County Administration Building Auditorium, 2nd Floor, 12 SE 1st Street, Gainesville, Florida, 32601.

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## 3. RFA Submittals

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Applications will be distributed to the county approved evaluation team for a thorough review, evaluation, ranking and funding recommendation will be presented to the Board of County Commissioners (BoCC) for final award.

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## 4. RFA Evaluation Team

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The Evaluation Team will evaluate the each application in accordance with the evaluation criteria identified in Proposed Requirements and Organization and Evaluation Phases.

In a Public Meeting, officiated by Procurement, the Team discusses issues appropriate to the scoring. Members do not have to agree on exact scores, but each member's score shall be justified, whether zero, high or low.

Depending on the complexity of the solicitation, additional meetings may be required, up to and including oral presentations. Oral presentations shall be made at no cost to Alachua County. During oral presentations the Applicant shall further detail their qualifications, approach to the project and ability to furnish the required services.

In the event that the total funding requests of successful applicants, based off scoring, exceed the County's available funding allocation, the RFA Evaluation Team will apply a ratio to determine the amount each applicant qualifies for as based on its score in order to distribute available funds. (Scores are not rounded-up.) This ratio will be determined by dividing the total funding allocation by the total amount of applicants' qualifying for funding as determined by their respective scores and applying this ratio to each agency's qualifying funding award, in order to make an adjusted award amount that remains within the funding allocation.

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## 5. RFA Contract Negotiation

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The County will negotiate a contract with any, all, or none of the Applicants for the provision of services requested in this Request for Applications.

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## 6. Selection and Evaluation Criteria

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Applications will be evaluated in accordance with the procedures described in this Request for Applications.

### A. Application Screening

1. All applications submitted will be subject to screening to ensure that they meet the mandatory qualifications and are thereby eligible for evaluation and scoring by the RFA Evaluation Team. Screening involves checking to determine if an application is eligible for consideration on the basis of their compliance with the following criteria: the applicant be a non-governmental non-profit or for-profit entity registered in, and in good standing with, the State of Florida; the applicant maintains a physical business address in Alachua County (or will by the execution of any agreements); and that the services proposed in the application address one of the targeted Waste Reduction activities as stated in Section 2.3 of this RFA.

### B. Scoring Process

1. The members of the RFA Evaluation Team evaluate and score all proposals not removed from the process during the screening phase. A maximum total score of 100 points is possible, and is determined based on an applicant's responses in their application. Generally, approved applications will be funded in an amount equal to 100% of the funding request until all Program funds are awarded, with higher scoring applications receiving funding priority over lower scoring applications. Regardless of an applicant's score, the RFA Evaluation Team is not obligated to recommend an application for funding at any level and there is no guarantee an application will be recommended for funding.

## 8. Evaluation Criteria

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

---

### 1. Evaluation Criteria

---

Submitted applications will be evaluated and scored by RFA Evaluation Team members on the basis of the criteria below, with points awarded within a designated scoring range for each criterion. RFA Evaluation Team members may offer their unique perspectives and practical insights based on areas of professional or personal expertise, education, trainings, and/or knowledge.

A. Alignment with the County's Zero Waste Plan: (Scoring range: 0 – 40 pts.)

1. How closely do the Waste Reduction activities proposed in the Grant application align with those in the County's Zero Waste Plan?

B. Waste Reduction: (Scoring range: 0 – 40 pts.)

1. How much solid waste, by weight, will the proposed Waste Reduction activities prevent from reaching a landfill annually? If multiple waste types are being targeted by the Waste Reduction activities proposed in the Grant application, these weights should be broken down by the applicant by type (e.g. food waste, C&D material, recyclables, etc.).

C. Reliance on Grant Funds: (Scoring range: 0 – 20 pts.)

1. Will the Waste Reduction activities proposed in the Grant application be able to continue on beyond the life of the Grant? The business plan provided by the applicant in their Grant application should detail how Grant funds will be replaced by future revenues, or will no longer be necessary, to continue the Waste Reduction activities proposed in the Grant application.

## 9. Evaluation Phases

*The evaluation committee will evaluate the proposals as follows:*

*The Evaluation Criteria will assess each responding Consultant's ability based on experience and qualifications particularly in the County or in Florida.*

*The Evaluation Committee will assess how effectively the requirements of the scope of services have been addressed. The written application should identify a project manager and other key members of the project team and the proposed project schedule. It should relate the capabilities of the project team to the requirements of the scope of services.*

*The Evaluation Committee will not be impressed with excessive boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations, or work not involving personnel to be assigned to the proposed project..*

*Oral (Optional) presentation should address both the technical qualifications of the Consultant and their approach to the project.*

*Importance is given to the Applicant's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Evaluation Committee will assess the project manager's capability and understanding of the project and their ability to communicate ideas. The*

*role of key members of the project team should be established based on the scope of services and the Consultant's approach to the project. The role of any subcontracted Applicant in the proposal should be clearly identified.*

*Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done."*

#### **RFA - Language**

*The members of the RFA Evaluation Committee evaluate and score all proposals not removed from the process during the screening phase. A maximum total score of 100 points is possible.*

*Application submissions will be evaluated and scored by RFA Evaluation Committee members on the basis of the criteria below.*

### **1. Alignment with the County's Zero Waste Plan: (Scoring range: 0 – 40 pts.)**

How closely do the waste reduction activities activities proposed in the Grant application align with those in the County's Zero Waste Plan?

#### **Scoring Method:**

Points Based

#### **Weight (Points):**

40 (40% of Total)

### **2. Waste Reduction: (Scoring range: 0 – 40 pts.)**

How much solid waste, by weight, will the proposed waste reduction activities activities prevent from reaching a landfill annually?

If multiple waste types are being targeted by the waste reduction activities activities proposed in the Grant application, these weights should be broken down by the applicant by type (e.g. food waste, C&D material, recyclables, etc.).

#### **Scoring Method:**

Points Based

#### **Weight (Points):**

40 (40% of Total)

### **3. Reliance on Grant Funds: (Scoring range: 0 – 20 pts.)**

Will the solid waste reduction activities activities proposed in the Grant application be able to continue on beyond the life of the Grant?

The business plan provided by the applicant in their Grant application should detail how Grant funds will be replaced by future revenues, or will no longer be necessary, to continue the waste reduction activities activities proposed in the Grant application.

#### **Scoring Method:**

Points Based

#### **Weight (Points):**

20 (20% of Total)

## 10. Attachments

*No attachments were included*

## 11. Submittals

### 1. Acknowledge that you have reviewed all Addendum(s) issued with this solicitation.\*

☐ Please confirm

\*Response required

### 2. Alachua County Government Minimum Wage\*

Select which option that apply

- ☐ Employees involved with Alachua County projects are paid a minimum of \$15.00 hourly or the current prevailing wage and are provided health benefits.
- ☐ Employees involved with Alachua County projects are paid a minimum of \$17.00 hourly or the current prevailing wage but are not provided health benefits
- ☐ Employees are not paid Alachua County's Government Minimum Wage

\*Response required

### 3. Drug Free Workplace\*

In accordance with §287.087, Florida Statute

Do you certify that you meet the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ Yes

☐ No

\*Response required

#### 4. Conflict of Interest\*

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

☐ Please confirm

\*Response required

#### 5. You have reviewed and completed all the required submittal requirements..\*

☐ Please confirm

\*Response required

### 6. Waste Reduction Grant Application

On April 12, 2022 the Alachua County Board of County Commissioners approved the creation of a Waste Reduction Grant program to be administered by the Solid Waste and Resource Recovery Department. The purpose of this grant is to create, or enhance, Waste Reduction activities by the non-governmental, non-profit and for-profit sector for the benefit of Alachua County. Grant proposals will be evaluated based on criteria including, but not limited to, the amount of solid waste diverted from the landfill, the ability of the Waste Reduction activities to continue when the grant is exhausted, and the activity's alignment with the County's Waste Reduction goals as approved in the County's Zero Waste Plan. The maximum award for a Waste Reduction Grant is \$40,000.00.

Recipients of a Waste Reduction Grant from Alachua County will be required to provide quarterly reports to Alachua County detailing the progress of the activities supported by the grant, the tons of waste diverted and a summary of the activities undertaken in support of the Waste Reduction activity proposed in this application.

#### 6.1. Applicant Information\*

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Primary Contact Name/Title: \_\_\_\_\_

Entity Federal Employer Identification Number (FEIN): \_\_\_\_\_

Enter response



\*Response required

**6.2. Is the entity applying a non-governmental non-profit or for-profit entity registered in, and in good standing with, the State of Florida? \***

Eligibility

☐ Yes

☐ No

\*Response required

**6.3. Does the entity applying have a business address located in Alachua County, FL?\***

Eligibility

☐ Yes

☐ No

\*Response required

**6.4. Is the entity applying involved in one of the below activities? \***

Proposals that include the use of tires, plastics or plastic derived materials as a fuel source or as feedstock for a waste to energy facility are not eligible to receive funding.

*Select all that apply*

☐ Reuse / Repair

☐ C&D Recycling

☐ Food Waste Composting

☐ Recycling

☐ Research

☐ Education and Outreach

☐ Other Waste Reduction activities as recommended in the County's Zero Waste Plan

\*Response required

**6.5. Provide a detailed description of the Waste Reduction activities for which grant funds are being requested.\***

Waste Reduction Activities Description

Enter response





\*Response required

**6.6. How many tons of solid waste are estimated to be diverted from the landfill by these Waste Reduction activities on an annual basis? If more than one type of waste (e.g. food waste, C&D materials, recyclables, etc.) will be diverted, please provide tonnages for each type.\***

Waste Reduction Activities Description

Enter response

\*Response required

**6.7. Provide an estimated timeline for the implementation of these Waste Reduction activities.\***

Waste Reduction Activities Description

Enter response

\*Response required

**6.8. Provide a business plan which includes information about how these Waste Reduction activities can sustain themselves beyond the life of the grant.\***

Upload PDF Formatted Business Plan

\*Response required

**6.9. If the Waste Reduction activities for which grant funds are being requested will require funding outside of the Waste Reduction Grant in order to become viable, please detail how the additional funding will be acquired and whether or not the additional funding has already been secured.**

Additional Funding Detail

Enter response

**6.10. Provide a detailed response to how these solid Waste Reduction activities aligns with the Alachua County Zero Waste Plan.\***

Waste Reduction Activities Description

Enter response

\*Response required

**6.11. What is the total amount requested by the entity through this grant application? Please include a detailed breakdown of how the funds potentially provided through this grant would be used.\***

Example:

Total Request = \$40,000.00

1. Salaries = \$12,500.00 – Position title(s)
2. Equipment = \$15,000.00 – Equipment information
3. Supplies = \$10,000.00 – Supplies information
4. Promotional materials = \$2,500.00 – Promotional materials information

Enter response

\*Response required

**6.12. Is the applying entity willing to accept partial funding of their grant request if the Solid Waste and Resource Recovery Department, which administers this grant, opts to only partially fund the grant request.\***

- ☐ Yes
- ☐ No

\*Response required

**6.13. Upload Supplemental Information (if applicable)**

Upload any supplemental information.