

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

**SPECIFICATION FOR:** Firm Fixed Bid Prices for **Annual Aquatic and Right of Way (ROW) Vegetation Management Services** for the benefit of the **Public Works Department** on an as needed basis.

**BID NUMBER:** 19-226

**ALL BIDDERS MUST BE PRESENT AT MANDATORY PRE-BID CONFERENCE TO BID ON THIS PROJECT.**

**MANDATORY PRE-BID  
CONFERENCE:** 10:00 AM, March 14, 2019  
5620 NW 120 Lane  
Gainesville, FL 32653

**BID OPENING DATE:** 2:00 pm, Wednesday, March 27, 2019

**PLACE OF BID OPENING and  
MAILING ADDRESS:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville Florida 32601-6983

**PART A - INSTRUCTIONS TO BIDDERS**

**1.0 GENERAL PROVISIONS**

- 1.1 **Purpose** - Alachua County is calling for and requesting the submission of bids for **Annual Aquatic and Right of Way (ROW) Vegetation Management Services**.

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

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

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

- 1.4 **ONE (1) ORIGINAL SUBMISSION** of the bid in a sealed envelope, clearly marked **19-226 Annual Aquatic and Right of Way (ROW) Vegetation Management Services** shall be delivered to the Alachua County Division of Purchasing, 3<sup>rd</sup> Floor County Administration Building 12 SE 1<sup>st</sup> Street, Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, March 27, 2019. The time/date stamp/clock in the Administrative Services Department/Budget & Fiscal Services shall serve as the official authority to determine timeliness of the responses. Responses, which for any reason are not timely received, will not be considered.**

**LATE BIDS WILL NOT BE CONSIDERED**

- 1.5 **Proprietary Information** - Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 **must be submitted in a separate envelope**, clearly identified as **"PUBLIC RECORDS EXEMPT"** with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT F, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

- 1.6 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.
- 1.7 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 1.8 **Inquiries/Questions** - No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Division of Purchasing, 3<sup>rd</sup> Floor, County Administration Building, 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Markisha Boykin** at [mboykin@alachuacounty.us](mailto:mboykin@alachuacounty.us) no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**. All addenda so issued shall become part of the bid documents.
- 1.9 **Acceptance/Rejection** - Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

- 1.10 **Withdrawal of Bids** - Any bidder may withdraw his bid by telegraphic or written request at any time prior to the scheduled closing time for receipt of bids.

All prices bid shall remain firm for a period of 90 days after the bid opening.

1.11 **Small Business Enterprise (SBE) Program Participation - MANDATORY**

- 1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the bid opening.
- 1.11.2 The SBE Program Participation Form, **EXHIBIT C**, must be completed for your bid or proposal to be considered responsive.
- 1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (**i.e. office, auto, janitor, lawn, etc.**) equipment, services and construction.
- 1.11.4 The County will award a 5% bid price preference, not to exceed \$50,000.00 on any single bid, to any SBE that submits a bid to the County.
- 1.11.5 The County will award a 3% bid price preference, not to exceed \$50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.
- 1.11.6 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed \$50,000.00.
- 1.11.7 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.
- 1.11.8 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.11.9 Proposed SBE Subcontractors Requirements:
- 1.11.9.1 Contractors submitting bids under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT C, Option 3**.

1.12 **Good Faith Effort Requirements**

- 1.12.1 If your bid or proposal does not comply with **Option 1, 2 or 3 of EXHIBIT C**, you must complete **Option 4 of EXHIBIT C**, to be considered responsive.
  - 1.12.1.1 The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at <http://smallbusdir.alachuacounty.us/>.
  - 1.12.1.2 The Equal Opportunity Division shall determine what constitutes a “good faith effort” for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
    - 1.12.1.3 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
    - 1.12.1.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
    - 1.12.1.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
    - 1.12.1.6 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **Option 4 of EXHIBIT C**.

1.13 **Alachua County Government Minimum Wage (GMW)**

- 1.13.1 Services solicited through for Bid are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
  - 1.13.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.
  - 1.13.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
    - 1.13.1.2.1 **\$13.50** per hour with qualifying health benefits amounting to at least **\$2.10** per hour
    - 1.13.1.2.2 **\$15.60** per hour without health benefits
- 1.13.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1<sup>st</sup> of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.
- 1.13.3 The contractor shall certify, **Exhibit D**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.
- 1.13.4 The bidders shall be required to execute the certification attached as **Exhibit D**, prior to the County executing the contract. Once executed, such certification will become a part of the contract; however, failure to provide and sign **Exhibit D** will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.
- 1.13.5 During the performance of this contract, the Contractor agrees as follows:
  - 1.13.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”) requirements. Failure to do so shall be deemed a breach of contract and shall authorize the County to withhold payment of funds until the GMW requirements have been met.
  - 1.13.5.2 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

- 1.14 **Public Entity Crimes** - A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 1.15 **Drug Free Workplace** Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT E**, secondly to certified Small Business Enterprises (SBEs) bidders.
- 1.16 **Proposed Subcontractors NON-SBE** - Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT H**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

## 2.0 **QUALIFICATION OF BIDDERS**

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

## 3.0 **EXAMINATION OF PROPERTY**

- 3.1 **Bidder's Responsibility** - Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.
- 3.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

## 4.0 **QUALITY**

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

## 5.0 **LAWS, PERMITS AND REGULATIONS**

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

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

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

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

## **7.0 ACCEPTANCE OF BID**

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

## **8.0 PERFORMANCE**

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

## **9.0 COLLUSION**

- 9.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.
- 9.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

## **10.0 ADDENDA**

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

## **PART B - TERMS AND CONDITIONS**

### **1.0 DEFINITION OF TERMS**

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

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

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

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

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

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

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

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

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

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

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

### **2.0 CONTRACTOR'S INSURANCE**

- 2.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT I**.
- 2.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

### **3.0 BONDING REQUIREMENTS**

- 3.1 A bid security in the form of a Bid Bond or certified check made payable to "Alachua County Board of County Commissioners" in an amount equal to five percent (5%) of the base bid will be required as a guarantee that the bidder will enter into a written contract with the County if his bid is accepted. A performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract sum will be required of the successful bidder. No bidder may withdraw his bid for a period of ninety (90) days after the actual date of the opening thereof.

### **4.0 MODIFICATIONS**

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

5.0 **SEVERABILITY**

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

6.0 **INDEPENDENT CONTRACTOR**

- 6.1 In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

7.0 **TERM OF THE CONTRACT**

- 7.1 The agreement shall be effective for the period beginning on the date of the fully executed contract and continue through **September 30, 2020** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in.
- 7.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 7.3 It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, **EXHIBIT J.**
- 7.4 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

8.0 **RESPONSIBLE AGENT**

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

9.0 **ASSIGNMENT OF PERSONNEL**

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

10.0 **GOVERNING LAW**

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

11.0 **AWARD OF CONTRACT(S)**

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

12.0 **ASSIGNMENT OF INTEREST**

- 12.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

### 13.0 **INDEMNIFICATION**

- 13.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns.
- 13.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 13.3 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

### 14.0 **AMENDMENTS**

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

### 15.0 **DEFAULT AND TERMINATION**

- 15.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 15.1.1 The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 15.2 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.
- 15.3 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 15.4 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

### 16.0 **SUCCESSORS AND ASSIGNS**

- 16.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.



17.0 **NON WAIVER**

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

18.0 **BOOKS AND RECORDS**

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

19.0 **ACCIDENT PREVENTION**

- 19.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 19.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

20.0 **WORKPLACE VIOLENCE**

- 20.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 20.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 20.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

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

- 21.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- 21.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

## PART C- TECHNICAL SPECIFICATIONS

### 1.0 SCOPE

- 1.1 The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.
- 1.2 This work will include the spraying of appropriate herbicides, algacides, and adjuvants for controlling marginal shoreline vegetation, floating and submersed aquatic vegetation on a prescribed and as needed basis which occur in a provided list of storm water retention/detention basins and easements throughout Alachua County. Prescribed treatments will occur in 4 cycles per year with a common goal of 90% eradication. The Cogongrass Program consists of chemically treating active spray sites with signage in 2 cycles per year. Application reports for both, aquatic vegetation and Cogongrass Program, documenting site location, date and time of application, targeted pest species, volume of applied finish spray and total treated acreage shall be furnished within (7) days of completion of the each prescribed application.
- 1.3 Targeted species include floating, submerged, and emergent aquatic vegetation. The following is a list of targeted species. Primary targets are in bold type.
- Duckweed(s) (*Lemna* sp., *Spirodela* sp.), Frog's bit (*Limnobium spongia*), Giant salvinia (*Salvinia molesta*), Mosquito fern (*Azolla filiculoides*), Water fern (*Salvinia minima*), Water hyacinth (*Eichhornia crassipes*), Water lettuce (*Pistia stratiotes*), Watermeal (*Wolffia columbiana*), Crested floating heart (*Nymphoides cristata*), Watershield (*Brasenia schreberi*), Bladderwort (*Utricularia* sp.), Coontail (*Ceratophyllum demersum*), Fanwort (*Cabomba caroliniana*), Hydrilla (*Hydrilla verticillata*), East Indian hygrophila (*Hygrophila polysperma*), Pondweed(s) (*Potamogeton* sp.), Proliferating spikerush (*Eleocharis baldwinii*), Slender naiad (*Najas flexilis*), Southern naiad (*Najas guadalupensis*), Tape grass (*Vallisneria americana*), Water-milfoils (*Myriophyllum* sp.), Alligatorweed (*Alternanthera philoxeroides*), Cattail (*Typha* sp.), Dwarf rotala (*Rotala rotundifolia*), Elephant ear (*Xanthosoma sagittifolium*), Parrotfeather (*Myriophyllum aquaticum*), Peruvian water primrose (*Ludwigia peruviana*), Smartweed (*Polygonum* spp.), Soft rush (*Juncus effusus*), Uruguayan water primrose (*Ludwigia hexapetala*), Water pennywort (*Hydrocotyl* spp.), Luziola (*Luziola subintegra*), Torpedograss (*Panicum repens*), Paragrass (*Urochloa mutica*), West Indian marshgrass (*Hymenachne amplexicaulis*), Cogon Grass (*Imperata cylindrica*), Wild taro (*Colocasia esculenta*), Willows (*Salix* sp.), Chinese Tallow (*Triadica sebifera*), and Algae (Macrophytic, Filamentous, Planktonic).**
- 1.4 The Cogongrass Program consists of chemically treating active spray sites with signage in 2 cycles per year. This work includes continuation of Public Works' Cogongrass Program, which currently monitors and treats approximately 55 active Cogongrass (*Imperata cylindrica*) spray sites in County maintained right of ways, basins, and other County owned properties. Total acreage and number of spray sites is subject to change. Currently, the County the number of active spray sites equates to approximately 40 acres. Application reports documenting site location, date and time of application, targeted pest species, volume of applied finish spray and total treated acreage shall be furnished within (7) days of completion of the each prescribed application.
- 1.5 All equipment utilized in the execution of this contract shall be commercial grade application equipment, and will be subject to inspection by the Public Works Director or his or her appointee. Examples of equipment include 200 gallon chemical spray rigs, back pack sprayers, vehicles, vessels, and any related PPE.
- 1.6 All work shall be done in accordance with all applicable federal, state and local laws, regulations, rules and ordinances.

### 2.0 DESCRIPTION OF GOODS AND SERVICES

- 2.1 The services to be ordered are described on the pages following Bid Form, **EXHIBIT A**.
- 2.2 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.
- 2.3 The County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the County's regular Procurement Procedures.

### 3.0 **SCHEDULING**

- 3.1 Work to be performed will be provided by Alachua County Public Works to the Contractor, in writing, specifying the requested dates for the work to be performed and estimated value of the work. Prescribed applications of aquatic vegetation management will take place during the months of June, July, August, and September. Work will be scheduled by the Contractor based on favorable weather for chemical application and completed within a reasonable period of time. The prescribed applications of Cogongrass Treatment will occur twice per year in late spring/early summer, May/June, along with an autumn follow up in October/November as the grass approaches dormancy. Performance and Payment Bond sufficient for the assigned work shall be provided prior to issuance of a Notice to Proceed.

### 4.0 **METHOD OF MEASUREMENT**

- 4.1.1 The quantity to be paid for will be fixed rate per location per year. There may be aquatic and terrestrial sites not listed here that will require treatment on an as needed basis, which could include mechanical removal of aquatic vegetative matter in addition to chemical control. 90% eradication will be determined by visual inspection by County staff following the submission of invoices during the prescribed treatment cycles.
- 4.1.2 The aquatic work site(s) will be located in 10 County maintained drainage easements:
- 4.1.2.1 Subdivision/Location Name
    - 4.1.2.1.1 NW 43rd Street
    - 4.1.2.1.2 Rustlewood
    - 4.1.2.1.3 SE 35th Street
    - 4.1.2.1.4 Autumn Woods
    - 4.1.2.1.5 NW 83rd Street/NW 31st Ave
    - 4.1.2.1.6 Sunningdale
    - 4.1.2.1.7 Heatherwood
    - 4.1.2.1.8 Robin Lane
    - 4.1.2.1.9 Kimberly Woods Unit II
    - 4.1.2.1.10 Millhopper Library Pond
    - 4.1.2.1.11 Greentree Village
- 4.1.3 Sites for the Cogongrass Program are located throughout the county. ATTACHMENT 2 Cogongrass Maps Binder.
- 4.1.4 Maps of all pre-determined sites are included with this solicitation. ATTACHMENT 1 Basin Map Binder

### 5.0 **BASIS OF PAYMENT**

- 5.1 Price and payment will be full compensation for all work specified in this Section. Compensation will be made in payments during the month directly following the prescribed applications of the aquatic sites and the twice yearly applications of the Cogongrass sites. If in the sole opinion of the County, 90% eradication is not met, the contractor shall be paid on a pro-rated basis or the contractor shall continue to treat the site at no cost to the County until 90% eradication is achieved.
- 5.2 In addition to compensation for the prescribed treatments of the nine sites listed above, there may be additional sites requiring vegetation management applications on an as needed basis. Compensation for additional sites will be based on per unit costs or a minimum rate with mobilization fee for sites small additional sites.
- 5.3 If in the sole opinion of the County, and due to events beyond the control of either party, adjustments need to be made beyond those already provided, the parties shall negotiate in good faith to reach a mutually acceptable adjustment.

## PART D – BIDDERS CHECK LIST

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

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

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies that are double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit C, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.** **Failure to complete Exhibit C** will deem your bid submission as **“NON-RESPONSIVE”.**
- ☐ Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline. It is the vendor’s responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building. **LATE BIDS WILL NOT BE CONSIDERED.**
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor’s company name should be clearly marked on the outside of the envelope.

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

## BID FORM

**BID NUMBER:** 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services

**BID OPENING DATE:** 2:00 pm, Wednesday, March 27, 2019

**PLACE OF BID OPENING:** Alachua County Division of Purchasing, 3<sup>rd</sup> Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

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

Subdivision/Location Name	Acreage	Location	Treatment Cost Per Cycle
NW 43rd Street	0.75	West side of NW 43rd Street, Just south of NW 46th Avenue, Gainesville, FL 32601	\$
Rustlewood	0.46	West side of NW 43rd Street, Just north of NW 44th Avenue, Gainesville, FL 32601	\$
SE 35th Street	1.38	SE 35th Street and SE 17th Avenue, Gainesville, FL 32641	\$
Autumn Woods	0.53	South side of NW 39th Ave. east of NW 48th Terrace, Gainesville, FL 32606.	\$
NW 83rd Street/NW 31st Ave	0.4	SE corner of NW 83rd street and NW 31st Ave., Gainesville, FL 32606	\$
Sunningdale	1.36	Adjacent address: 8118 SW 1st place, Gainesville, FL 32607	\$
Heatherwood	1.35	Adjacent address: 6001 NW 35th place, Gainesville 32606	\$
Robin Lane	0.82	Adjacent to 3915 NW 75 St, Gainesville, 32606	\$
Kimberly Woods Unit II	0.52	Adjacent address: 4707 NW 35th Place, Gainesville, 32606	\$
Millhopper Library Pond	0.3	3145 NW 43rd St, Gainesville, FL 32606	\$
Greentree Village	0.1	East side of SE 32 <sup>nd</sup> Way, Gainesville, FL 32641	\$
<b>TOTAL ACREAGE</b>	<b>7.97</b>	<b>GRAND TOTAL</b>	<b>\$</b>

<b>Per Unit Cost for Additional Aquatic treatment sites:</b>	\$ /ac
<b>Minimum total cost per each additional site (aquatic) per cycle:</b>	\$ /ac
<b>Per Unit Cost for Additional Aquatic treatment sites (mechanical removal):</b>	\$ /ac
<b>Minimum total cost per each additional site (aquatic – mechanical removal) per cycle:</b>	\$ /ac

Cogongrass Program Sites	Acreage	Location	Treatment Cost Per Cycle
55 sites	≅ 40	Various locations – See Supplemental maps	\$
		<b>GRAND TOTAL</b>	<b>\$</b>

<b>Per Unit Cost for Additional Cogongrass treatment sites:</b>	\$ /ac
<b>Minimum total cost per each additional site (Cogongrass) per cycle:</b>	\$ /ac

Acknowledge Receipt of Addendum(s) (if applicable circle):      #1 Yes   No   #2 Yes   No   #3 Yes   No   #4 Yes   No

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESPONSIBLE AGENT FORM**

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

RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

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

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

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

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTENTION:**

**VENDOR**

**MUST**

**COMPLETE AND**

**SIGN EXHIBIT C**

**TO BE**

**CONSIDERED**

**RESPONSIVE**



**Small Business Enterprise (SBE) Program Participation Form**

**BID NUMBER: 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services**

***OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

**Circle One:**            **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 2.*)**

***OPTION 2***

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

**Circle One:**            **Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to *Option 3.*)**

# OPTION 3

**SBE Participation.** I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:

<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to *Option 4* and document your Good Faith Effort.**

SBE Name of Contractor		SBE Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)	
SBE Name of Contractor		SBE Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)	
SBE Name of Contractor		SBE Name of Contractor	
Address		Address	
Scope of Work to be Performed		Scope of Work to be Performed	
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)	

**BID NUMBER: 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services**

## ***OPTION 4***

**SBE Good Faith Effort.** To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		/ /
Must be completed by. SBE Response when contacted:		

**BID NUMBER: 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services**

I as the undersigned Vendor certify that I have completed one of the option(s) below (*Circle One*):

**OPTION 1**

**OPTION 2**

**OPTION 3**

**OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_

**ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**

Bid 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Please mark the appropriate box below that applies to how you pay your employees:

1.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.50 hourly</b> and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.60 hourly but are not provided</b> health benefits?

Bidder: \_\_\_\_\_ Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Clearly Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

\_\_\_\_\_  
Name of Business

Does:

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

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

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

- - - OR - - -

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**BIDDER'S QUESTIONNAIRE**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Number of employees "ON THE JOB" each week: \_\_\_\_\_ Number of employees "ON CALL" each week: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Do you currently hold any municipality contracts: Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please indicate below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

1) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

2) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

3) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Are your employees screened by: (indicate)

1) Polygraph \_\_\_\_\_

2) General Interview \_\_\_\_\_

3) Background Investigation \_\_\_\_\_

4) Police Record Check \_\_\_\_\_

5) Additional \_\_\_\_\_

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No \_\_\_\_\_. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_



## PROPOSED SUBCONTRACTORS (NON-SMALL BUSINESS ENTERPRISE) FORM

BID NUMBER: 19-226: Annual Aquatic and Right of Way (ROW) Vegetation Management Services

This form is for all **Non-Small Business Enterprise subcontractors** being utilized on this project that **are not included** on Exhibit C.

Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Total \$ Value) (% of Total Bid/RFP)	\$ _____ % (Total \$ Value) (% of Total Bid/RFP)

If additional space is required for your subcontractor listing, make copies of this Exhibit G and submit with you bid package.

**TYPE “A” INSURANCE REQUIREMENTS  
“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

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

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

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

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:** **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**The Certificate of Insurance must contain the following:**

Department Contact: **Neil Greishaw**  
Department: **Public Works**  
Dept. Contact Phone: **352.374.5245**  
Dept. Contact Email: [ngreishaw@alachuacounty.us](mailto:ngreishaw@alachuacounty.us)  
Bid: **19-226 Annual Aquatic and Right of Way (ROW) Vegetation Management Services**

SAMPLE AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and \_\_\_\_\_, doing business at \_\_\_\_\_ hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties")

**WITNESSETH**

**WHEREAS**, the County issued Bid or RFP # \_\_\_\_\_ seeking Contractors to furnish \_\_\_\_\_, in Alachua County, Florida, for the benefit of \_\_\_\_\_; and

**WHEREAS**, after evaluating and considering all timely responses to Bid or RFP # \_\_\_\_\_, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to employ the Contractor to provide the services described in Bid or RFP # \_\_\_\_\_ and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

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

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, 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. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Exhibit "1."
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
  - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$ \_\_\_\_\_, for the initial term of the Agreement, allocated in the following manner:

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly

and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department  
ATTN:  
Address  
Gainesville, FL XXXXX

4.3. 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"), and shall be remitted to:

Contractor Name  
Address  
City/State/ZIP

Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

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

- 4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 4.4.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

OR

4.4 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

**IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 5 BELOW**

5. **Alachua County Minimum Wage:**

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.

- 5.4. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements
- 5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit “2”**

7. **Personnel. (OPTIONAL)**

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

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

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

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor’s and County representative are:

County:

Title  
Department  
PO Box  
Gainesville, FL, ZIP

Contractor:

Corporate Name  
Address  
City/State/Zip  
ATTN: \_\_\_\_\_

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

J.K. “Jess” Irby, Esq.		Procurement Division
Clerk of the Court		12 SE 1 <sup>st</sup> Street
12 SE 1 <sup>st</sup> Street	and	Gainesville, Florida 32601
Gainesville, FL 32602		Attn: Contracts/Grants
ATTN: Finance and Accounting		

9. **Default and Termination.**

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The \_\_\_\_\_ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the \_\_\_\_\_ is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

10. **Project Records.**

**10.1 General Provisions:**

10.1.1 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 §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, 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 Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3 Contractor 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 Professional does not transfer the records to the County.

**10.2 Confidential Information:**

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

10.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional 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. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such

claim, even if any such claim is groundless, false, or fraudulent. Professional 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. Professional releases County from claims or damages related to disclosure by County.

**10.3 Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional 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 Professional 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.

#### **10.4 Compliance**

10.4.1 If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

10.4.2 A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF THE PROFESSIONAL OR 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 COUNTY REPRESENTATIVE**

**11 Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in \_\_\_\_\_ **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

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

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

#### **14 Indemnification.**

14.1 To the maximum extent permitted by Florida law, the Contractor 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 Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2 The Contractor obligation to indemnify under this Article 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.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.



14.5 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.

15. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

#### **ALTERNATE**

#### **IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION**

In the performance of this agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by Contractor in the full performance of this agreement. Neither Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of Contractor 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. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

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

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

20. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

**28. 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 Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

**29. Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. “Jess” Irby, Esq., Clerk  
(SEAL)

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

\_\_\_\_\_  
Alachua County Attorney's Office

**PROFESSIONAL**

ATTEST (By Corporate Officer)  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND  
AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON,  
THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER  
THE PURCHASING/PROCUREMENT SECTION.**

## EXHIBIT 1: SCOPE OF SERVICES

**EXHIBIT 2: DUTIES OF THE COUNTY**

### EXHIBIT 3: INSURANCE REQUIREMENTS

**EXHIBIT 3-A: CERTIFICATE OF INSURANCE**

**EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact \_\_\_\_\_

Project Description:

**CONTRACTOR**

ATTEST (By Corporate Officer)

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

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

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

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

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

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

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

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION