

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Street Sweeping Services** for the benefit of the Public Works, Engineering Department on an as needed basis.

BID NUMBER: 20-229

BID OPENING DATE: 2:00 pm, Wednesday, March 11, 2020

BID OPENING ADDRESS Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville Florida 32601-6983

PART A - INSTRUCTIONS TO BIDDERS

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County Board of County Commissioners (hereafter referred to as the “Entities”) are calling for and requesting the submission of bids for **Annual Street Sweeping 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.

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**.

ONE (1) ORIGINAL SUBMISSION AND ONE (1) ELECTRONIC COPY (pdf on a flash drive) of the bid in a sealed envelope, clearly marked **20-229 Annual Street Sweeping Services** shall be delivered to the Alachua County Procurement, County Administration Building, 12 SE 1st Street, 3rd Floor, Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, March 11, 2020. 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

1.3 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.

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.

1.4 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.

1.5 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 **Alachua County Procurement, Third Floor, County Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by the **Tj White** at twhite@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.

1.6 **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.

1.7 **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 120 days after the bid opening.

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

1.8.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.8.2 The SBE Program Participation Form, **EXHIBIT B**, should be completed for your proposal to be considered responsive.

1.8.3 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.

1.8.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.

1.8.5 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.

1.8.6 **Proposed Subcontractors Requirements**

1.8.6.1 Contractors submitting proposals 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 B, Option 3**.

1.8.6.2 If SBE subcontractors are **not available** for the bid/RFP you **should complete** a Good Faith Effort Form, **EXHIBIT B, Option 4**.

1.8.7 **Good Faith Effort Requirements**

1.8.7.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.8.7.2 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's, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.8.7.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the

- plans, specifications and requirements of the contract.
- 1.8.7.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
 - 1.8.7.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
 - 1.8.7.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

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

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.

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.

Alachua County Government Minimum Wage (GMW) for this contract will be:

\$14.00 per hour with qualifying health benefits amounting to at least **\$2.17** per hour

\$16.17 per hour without health benefits

The GMW rates are indexed (health benefit wage shall be recalculated on October 1st 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.

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.

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.

During the performance of this contract, the Contractor agrees as follows:

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.

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.

1.10 **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."

1.11 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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.

1.12 **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 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.

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**

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.

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.

If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within one hundred and twenty days (120) days after the opening of the bids by written notice to the successful bidder(s).

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**

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 procurement process and issuance of a Purchase Order or execution of a Contract by the County.

8.0 **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**

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.

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**

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

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

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

3.0 **MODIFICATIONS**

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.

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.

4.0 **SEVERABILITY**

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

5.0 **INDEPENDENT CONTRACTOR**

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.

6.0 **TERM OF THE CONTRACT**

The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a contract and continue through **September 30, 2021** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in.

Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.

It is the intent of the County to issue a purchase order or enter into a contract in substantially, the FORM attached, **EXHIBIT I.**

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.

7.0 **RESPONSIBLE AGENT**

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 C.**

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.

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.

8.0 **ASSIGNMENT OF PERSONNEL**

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.

9.0 **GOVERNING LAW**

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

10.0 **AWARD OF CONTRACT(S)**

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.

11.0 **ASSIGNMENT OF INTEREST**

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.

12.0 **INDEMNIFICATION**

The Purchaser 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 Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

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

13.0 **AMENDMENTS**

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

14.0 **DEFAULT AND TERMINATION**

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

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

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.

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.

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.

15.0 **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, 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.

16.0 **NON WAIVER**

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

17.0 **BOOKS AND RECORDS**

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.

18.0 **ACCIDENT PREVENTION**

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

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.

19.0 **WORKPLACE VIOLENCE**

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.

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

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

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

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 Procurement Manager.

Any vendor complaints, grievance or protest shall first be submitted in writing to the Procurement Manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The Procurement Manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the Procurement 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 The work specified in this section consists of the routine mechanized road and/or bridge street sweeping of curbed Alachua County Roadways at a frequency of once a month annually with an anticipated minimum of Twelve (12) complete cycles or on an as needed basis as directed by the County.
- 1.3 The work shall consist of the removal of inorganic and organic sediment and debris, hereinafter called “debris.” Areas to be swept include but are not limited to; from the travel lanes, bridge decks and curbs, paved shoulders, gore areas, bike lanes, any auxiliary lanes, along curbs and gutters on County Maintained roads as outlined in Exhibit A. Hand labor may be required to perform the specified work in certain areas or during certain times.
- 1.4 The work shall consist of disposing of the debris collected at the Leveda Brown Transfer Station located at 5115 NE 63rd Avenue, Gainesville, FL 32609 and tracking and reporting the tonnage of debris associated with the roadway segments swept.

2.0 SPECIFICATIONS

2.1 Fuel Adjustments

- 2.1.1 There will not be fuel price adjustments for this contract.

2.2 Maintenance of Traffic

- 2.2.1 The Contractor shall provide maintenance of traffic in accordance with the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices. During sweeping operations traffic shall be maintained in accordance with all federal, state and local rules and regulations.
- 2.2.2 At a minimum, the street sweeper shall have an operating flashing beacon and the shadow vehicle, when needed, shall be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).
 - 2.2.2.1 A shadow vehicle with attenuator is required if the roadway has four or more lanes or the speed limit exceeds 35 mph.
 - 2.2.2.2 A minimum of one Contractor employee shall hold a Florida Department of Transportation intermediate Maintenance of Traffic Certification.

2.3 **Equipment**

- 2.3.1 The contractor shall supply all materials, equipment, vehicles and personnel needed to provide the service in accordance with these specifications. Furnish equipment of a type and quality to perform the work satisfactorily within the time specified. The sweeping equipment shall be capable of collecting all debris in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.
- 2.3.2 All vehicles shall be kept in good repair, safe operating condition, and subject to a routine maintenance schedule. Further, the Contractor shall have a contingency plan in place to cover any vehicle failures which maintains the service levels described within this scope of services.
 - 2.3.2.1 The Contractor is responsible for all costs of operating the equipment.
 - 2.3.2.2 The Contractor shall display the company name and phone number on equipment.
 - 2.3.2.3 All sweepers used by the Contractor will shall be kept in good repair and safe operating condition.
- 2.3.3 The County reserves the right to inspect the Contractor's equipment prior to accepting bids or awarding a contract.
- 2.3.4 The mechanized road sweeper(s) shall will have a minimum capacity of four cubic yards.
- 2.3.5 The minimum gross weight of the vehicle is 32,000 pounds.
- 2.3.6 If equipment uses water the Contractor must provide a plan for obtaining water to the County for approval.
- 2.3.7 The equipment and operations shall be done in a way that minimizes the emission of fugitive particular matter (dust).
- 2.3.8 The equipment manufacturer's specifications determine the particle size to be removed during the sweeping operation.
- 2.3.9 At no time shall the street sweeping operation continue when the machine's hopper has been filled to capacity.

2.4 **Responsibility for Layout of Work**

- 2.4.1 Upon Award the CONTRACTOR shall supply the County with a route and projected timeline for completion of each cycle. The Contractor shall a list of equipment and personnel to be utilized to complete each cycle. This timeline should allow for weekends and holidays and project the completion of each cycle within each month as indicated in the section titled "SCOPE OF WORK"
- 2.4.2 The Contractor shall inspect the proposed routes to become familiar with the conditions prior to submitting a Bid. It is in the Contractor's best interest and highly recommended for the Contractor to visit the routes before submitting a Bid.

2.5 **Parked Vehicles**

- 2.5.1 Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

2.6 **Removal and Disposal of Large Debris**

2.6.1 Debris may be encountered that is larger than the mechanized sweeper can remove including but not limited to: tires, tire parts, large stones, boxes, tree limbs, wood, piles of soil, vegetation and other such materials. Remove and collect all debris encountered using other means (hand or mechanized) regardless of size. Dispose of all debris collected in accordance with Section 1.4 above.

2.7 **Quality Control and Inspection**

- 2.7.1 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that cannot be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.
- 2.7.2 Completed work shall be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer
- 2.7.3 Upon Award the Contractor shall submit a weekly schedule of work to be completed to the County no later than 12:00 p.m. at the beginning of each work week. Work weeks that begin with a County Holiday(s) shall be considered to begin the following day.
- 2.7.4 This submittal shall be accomplished by email and shall list the roadways scheduled for the entire work week.
- 2.7.5 The Contractor shall notify the County in writing on the day of any deviation from the weekly schedule.
- 2.7.6 These requirements are to enable the County to complete inspections before the Contractor moves great distances from the completed work allowing the Contractor to perform faster and more cost effective re-work should the need arise.
- 2.7.7 Sweepers are to operate at the manufacturer's recommended speed for sweeping.
- 2.7.8 Debris shall be thoroughly removed from all portions of the roadway, which may require additional passes with the sweeper.
- 2.7.9 Areas determined unsatisfactory by the County shall be swept again to County specifications within three business days from notification of deficiency at no extra cost to the County.
 - 2.7.9.1 Deficiencies shall be identified based upon photo-documentation and an inspection report.

2.8 **Measurement and Basis of Payment**

- 2.8.1 The CONTRACTOR shall furnish a complete Bid price for accomplishing the required work, including a list of the equipment and personnel to be utilized, minimum requirements are listed in the sections titled "SCOPE" and "EQUIPMENT", prior to execution of the contract.
- 2.8.2 Payment shall be per Bid Unit price for only work that has been completed inspected and accepted which shall include travel lanes, curbs and gutters. CONTRACTOR may submit a signed invoice for payment at the end of each month, additionally the CONTRACTOR may submit an invoice when directed by the County to complete specific areas agreed upon by both parties.
- 2.8.3 The Contractor shall dispose of the debris collected at the Leveda Brown Transfer Station located at 5115 NE 63rd Avenue, Gainesville, FL 32609. The Contractor shall not be charged for the disposal of debris at the Leveda Brown Transfer station. Disposal of any debris generated outside of this particular agreement is prohibited at the Leveda Brown Transfer Station. The Contractor shall record the tonnage of each load of debris disposed along with the roadway segments where said debris was collected.
- 2.8.4 All invoices shall include the total tonnage of debris hauled to the Leveda Brown Transfer Station. The invoice shall also indicate the tons hauled each day with the associated roadway segments completed for each month.

- 2.8.5 All measurements shall be conducted by centerline miles of the roadway segments outlined in Exhibit A. All payments shall be made by multiplying the centerline miles of the outlined roadway segments completed times the Bid price for each segment. The Contractor shall invoice for centerline miles completed each month.
- 2.8.6 In order to be accepted as complete, sweeping must effectively collect debris from all travel lanes,, turn lanes, approaches, curbs & gutter, turn radii, and median breaks.
- 2.8.7 There shall be a penalty of a 10% reduction in payment from the bid amount for any roadway segments that are completed up to 5 business days outside of the monthly cycle unless there are extenuating circumstances. Liquidated damages will be assessed in the amount of 10% of the bid amount per cycle for segments that the Contractor fails to complete within 5 business days after the monthly cycle. The liquidated damages may be waived if, in the sole opinion of the County, there are extenuating circumstances. Extenuating circumstances shall mean conditions or events beyond the reasonable and foreseeable control of the contractor. Equipment shortages and lack of personnel shall not be accepted as extenuating circumstances.
- 2.8.8 Discrepancies in the actual centerline miles of a roadway segment with the miles outlined in Exhibit A will be resolved upon notice to the County by the Contractor.
- 2.9 The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- 2.10 Hours of operation will be from sunrise to sunset, EXCEPT Saturdays, Sundays and holidays as identified by the County or as approved by the Department Director.
- 2.11 The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall be responsible to see that the completed work complied fully with these specifications.
- 2.12 The Contractor shall meet with the Department Director or his designee at least once a month for a performance review.

3.0 **ADDITIONS TO CONTRACT**

- 3.1 The County reserves the option to add or delete roadways or sites within the scope of the bid, by accepting a mutually-agreed-upon price by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest of the County.

4.0 **LIST OF ROADWAYS**

- 4.1 The County Roadways listed below are individual roadway segments or the aggregate of County Roadways within a subdivision.

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
1	2	SE 69 AV	0.686	Monthly
2	6	NW 15 PL	0.411	Monthly
3	6	CHELSEA LANE	0.204	Monthly
4	5	QUAIL RIDGE	0.334	Monthly
5	5	NW 27 AV	0.254	Monthly
6	5	HUNTINGTON	3.000	Monthly
7	5	NW 51 ST	0.250	Monthly
8	5	NW 55 ST	0.251	Monthly
9	5	NW 69 TER	0.320	Monthly
10	4	SW 20 AV	0.047	Monthly
11	7	SW 61 ST	0.378	Monthly
12	7	SW 8 AV	0.526	Monthly
13	7	SW 8 AV	0.259	Monthly
14	7	ESTATES OF WILDS PLANTATION	1.514	As needed
15	7	SCHOOL HOUSE RD	1.035	Monthly
16	7	LONGLEAF	4.584	As needed
17	6	Arbor Greens Phase II	0.851	As needed
18	7	CHESTNUT VILLAGE	0.881	As needed
19	7	Oakmont Phase I	3.456	As needed
20	3	LAKE FOREST FARMS	0.489	Monthly
21	5	VILLAGES OF SANTA FE	0.743	Monthly
22	5	NW 51 ST	0.360	Monthly
23	3	CREEK PARK EST	0.738	Monthly
24	3	DEVONSHIRE HILLS	1.310	Monthly
25	3	McRAE MANOR	0.073	Monthly
26	3	MCNEIL/JACKS 2	0.367	Monthly
27	3	GREEN GROVE	1.085	Monthly

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
28	3	CELEBRATION OAKS	0.289	Monthly
29	3	LANA'S PLACE S/D	0.209	Monthly
30	3	GREENTREE VILLAGE	0.521	Monthly
31	3	KREFTWOOD EST	0.711	Monthly
32	3	SE 35 AV	0.132	Monthly
33	3	SE 35 ST	1.631	Monthly
34	3	SE 38 CT	0.081	Monthly
35	3	SE 39 PL	0.125	Monthly
36	3	PINE ACRES	0.375	Monthly
37	3	SHADY LAWN EST	0.530	Monthly
38	3	SE 47 ST	0.250	Monthly
39	3	LAKE FOREST GLEN	0.359	Monthly
40	3	SE 48 ST	0.252	Monthly
41	3	GREEN ACRES	0.751	Monthly
42	4	SERENOLA ESTS	0.528	Monthly
43	4	CHACHALA PARK / IDYLVILD	0.794	Monthly
44	4	IDYLVILD LN	0.182	Monthly
45	4	OAKS OF KANAPAHA	0.365	Monthly
46	7	WILLOW OAK PLANTATION	2.432	As needed
47	1	MELROSE	2.517	Monthly
48	6	FORT CLARKE BLVD	1.088	Monthly
49	3	JACKS S/D	0.728	Monthly
50	6	BUCKINGHAM	3.897	Monthly
51	6	SOUTH POINT	2.438	As needed
52	6	BROADMOOR	2.904	Monthly
53	6	OAKCREST S/D	2.341	Monthly
54	6	EAGLE POINT	1.757	Monthly
55	6	STRAWBERRY FIELDS	0.578	As needed
56	6	ELLIS PARK	1.620	Monthly
57	6	FT CLK FOREST	1.472	Monthly

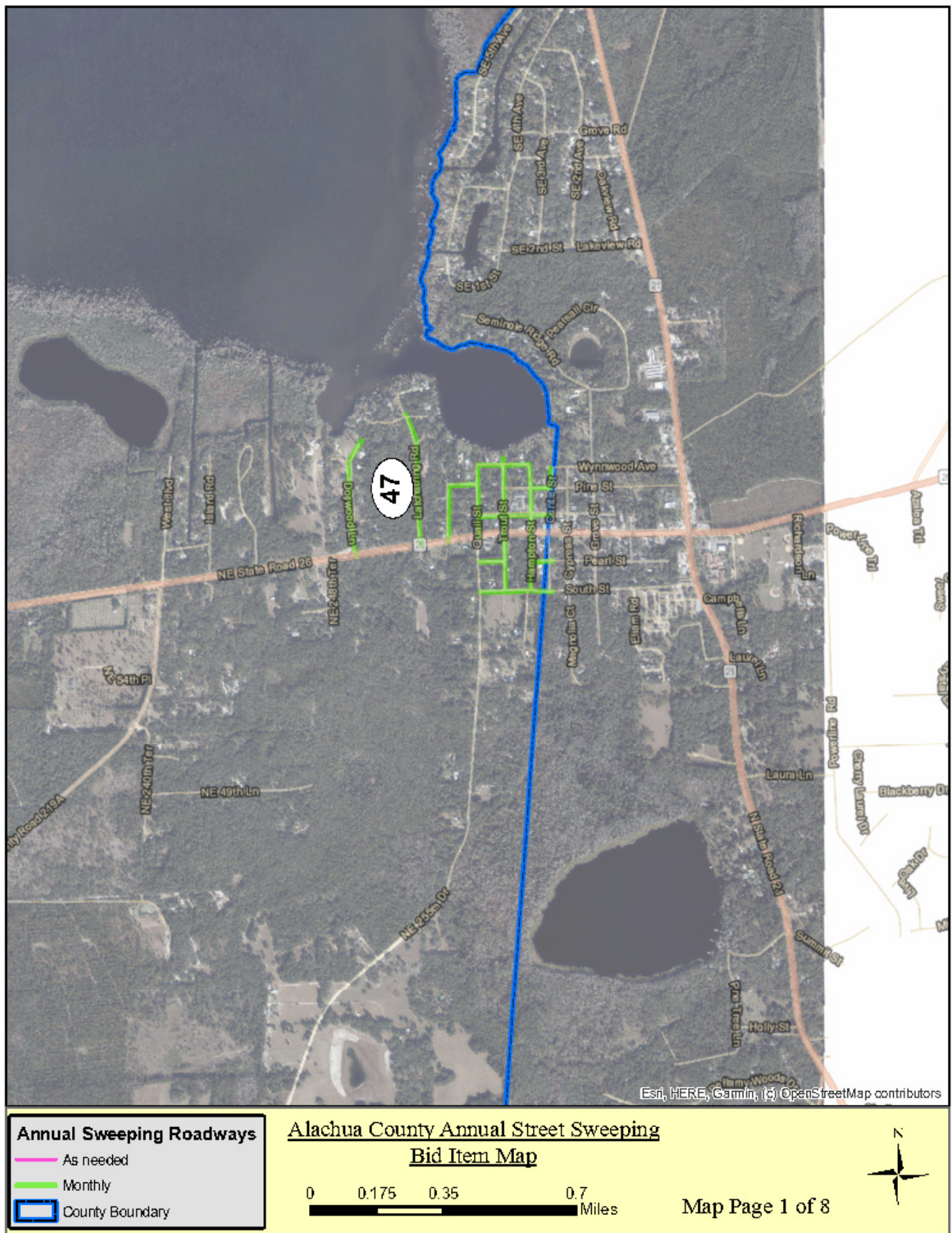
BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
58	6	HAMILTON HEIGHTS / HAMILTON POND	3.013	Monthly
59	6	HILLS OF SANTA FE	1.504	Monthly
60	6	COUNTRYSIDE	2.342	Monthly
61	6	PINE HILL EST	3.077	Monthly
62	6	RIDGEMONT	0.915	Monthly
63	6	WELLINGTON PL	1.865	Monthly
64	6	FLETCHER'S MILL	1.738	Monthly
65	5	PARK AV RES 1	0.781	Monthly
66	6	ARBOR GREENS	1.419	Monthly
67	6	TURNBERRY LAKE	1.991	As needed
68	6	CARAWAY	0.581	As needed
69	6	BELMONT	2.152	As needed
70	5	UNIVERSITY ACRES	1.416	Monthly
71	6	WEATHERLY	0.926	Monthly
72	5	MISTY HOLLOW	0.393	Monthly
73	6	BROOKFIELD	1.351	Monthly
74	5	BLACK OAKS	0.934	Monthly
75	5	WYNDWOOD HILLS	0.946	Monthly
76	7	HICKORY WOODS	2.329	Monthly
77	7	BARRINGTON PL	0.286	Monthly
78	5	RICHMOND	1.584	Monthly
79	5	BUCK RIDGE	0.468	Monthly
80	5	BENWOOD ESTATE	1.460	Monthly
81	5	BUCK RIDGE WEST	0.602	Monthly
82	5	KIMBERLY WOODS	0.911	Monthly
83	5	TIMBERWAY	0.596	Monthly
84	5	NORTHRIDGE	1.061	Monthly
85	5	HEATHERWOOD	0.515	Monthly
86	5	SAVANNAH PLACE	0.198	Monthly
87	5	SUMMIT OAKS	1.131	Monthly

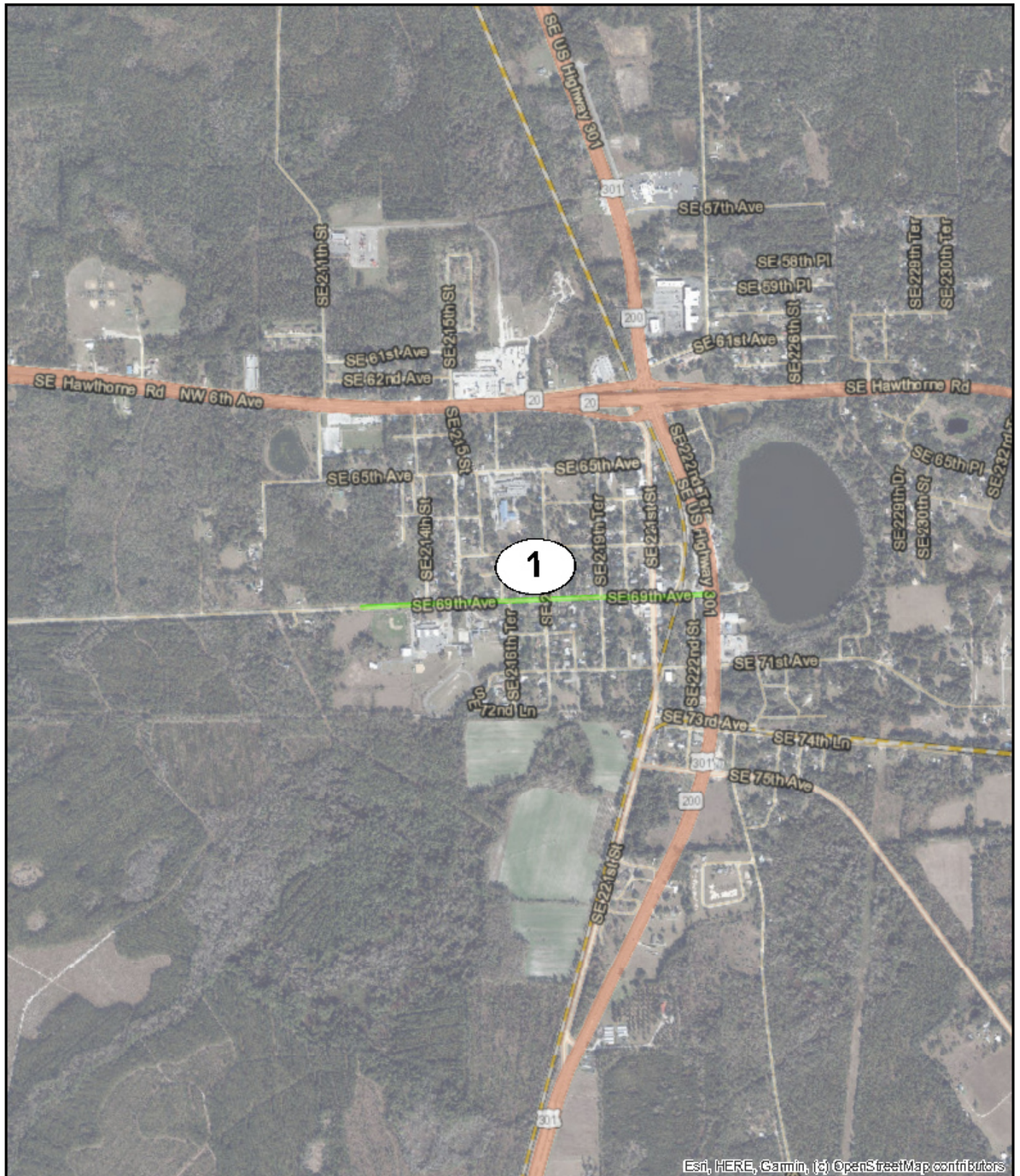
BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
88	5	HYDE PARK	0.314	Monthly
89	6	NW 36 PL	0.174	Monthly
90	5	AUTUMN WOODS	0.332	Monthly
91	5	TIMBERLANE	0.562	Monthly
92	7	TOWERHILL	0.657	Monthly
93	5	ROBINLANE	1.449	Monthly
94	5	SUMMER CREEK	1.619	Monthly
95	5	EMERALD WOODS	2.507	Monthly
96	5	RUSTLEWOOD	0.510	Monthly
97	5	NW 45 ST	0.120	Monthly
98	5	HUNTER'S GLEN	0.386	Monthly
99	5	DEER RUN	3.399	Monthly
100	5	BLUES CREEK	0.899	Monthly
101	5	PARK AVE OFFICE	0.396	Monthly
102	7	NW 75 ST	0.439	Monthly
103	5	NW 83 ST	1.003	Monthly
104	6	NW 92 CT	0.160	Monthly
105	3	EASTWOOD MEADOWS	0.310	Monthly
106	3	SE 13 PL	0.250	Monthly
107	3	SE 35 ST	1.631	Monthly
108	6	JOCKEY CLUB	0.669	Monthly
109	6	FLETCHER'S PARK CLUSTER S/D	0.974	Monthly
110	7	WESTCHESTER MANOR	1.459	Monthly
111	7	WOODLANDS	1.048	Monthly
112	7	COBBLEFIELD	4.381	Monthly
113	7	SUGARFOOT OAKS	1.312	Monthly
114	7	FAIRFIELD	1.191	Monthly
115	7	WINDWARD MEADOWS	0.979	Monthly
116	6	CAMBRIDGE FOREST	2.157	Monthly
117	7	HAILE PLANTATION	26.805	Monthly

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
118	7	WILDS PLANTATION	2.358	Monthly
119	6	GRANITE PARK	0.922	Monthly
120	6	CHENEY WALK ESTATES	0.940	As needed
121	7	SW 110 TER	0.251	Monthly
122	7	WESTWOOD	0.932	Monthly
123	7	AVALON	2.475	Monthly
124	7	TOWER OAKS	2.321	Monthly
125	4	IDYLVILD	1.880	Monthly
126	7	RESERVE, THE	0.654	Monthly
127	7	WESTPOINT	0.220	Monthly
128	7	GARISON WAY	1.373	Monthly
129	4	COUNTRY CLUB ESTATES	2.624	Monthly
130	7	CEDAR RIDGE	1.117	Monthly
131	7	GREENLEAF	1.598	Monthly
132	7	TOWER VILLAGE	1.033	Monthly
133	7	SW 46 BLVD	2.152	Monthly
134	7	STILLWIND	1.773	Monthly
135	7	VALWOOD	3.361	Monthly
136	4	SW 56 TER	0.233	Monthly
137	7	ELOISE GARDENS	1.190	As needed
138	7	MENTONE	3.445	Monthly
139	7	SW 73 TER	0.062	Monthly
140	7	SW 75 ST	0.265	Monthly
141	4	SW 62 AV	0.132	Monthly
142	7	Oakmont Phase II and III	9.172	As needed
143	7	LUGANO	0.524	As needed
144	7	Lugano Phase II	0.665	As needed
145	6	SW 8TH AVE	1.009	Monthly
146	6	TOWN OF TIOGA	5.684	As needed
147	6	Town of Tioga - Phase 17	0.523	As needed

BID ITEM/Map Label	Map Page	Description	Miles	Maintenance Cycle
148	6	Town of Tioga - Phase 18	0.354	As needed
149	6	Amariah Park	0.894	As needed
150	6	Gloria's Way	0.545	As needed
151	6	NW 138 TER	0.143	As needed
152	6	NW 140 TER	0.143	As needed
153	6	NW 2 LN	0.359	As needed
154	6	Turnberry Lake Phase III	0.668	As needed
155	4	SW 43 ST	0.511	Monthly
156	7	SW 75 ST	0.565	Monthly
157	8	Millhopper Road	6.68	Monthly
		TOTAL MILES PER CYCLE	214.592	

County Roadway Locations:

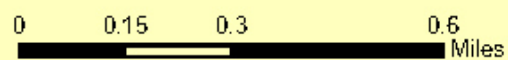




Alachua County Annual Street Sweeping **Bid Item Map**

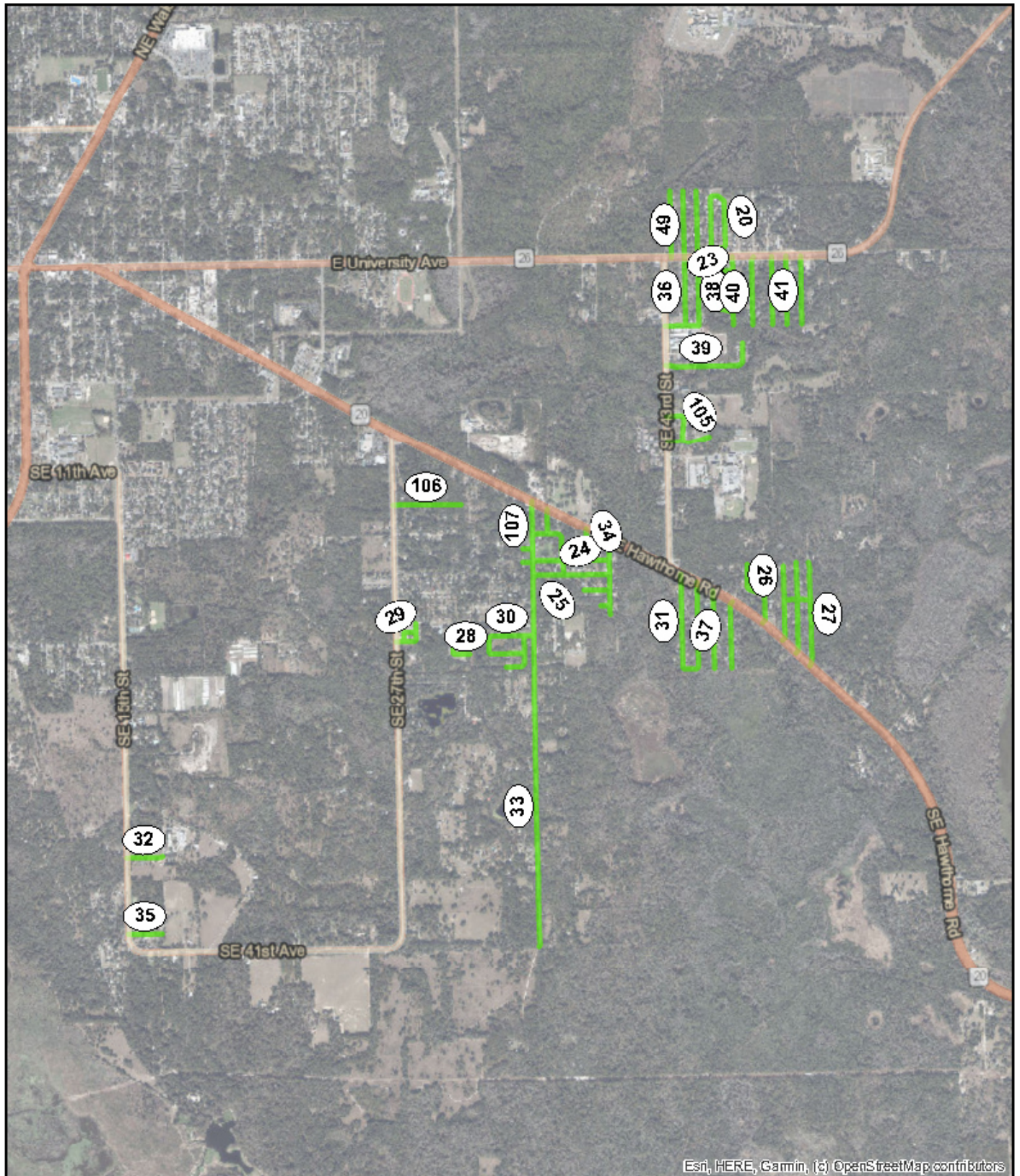
Annual Sweeping Roadways

- As needed
- Monthly



Map Page 2 of 8





**Alachua County Annual Street Sweeping
Bid Item Map**

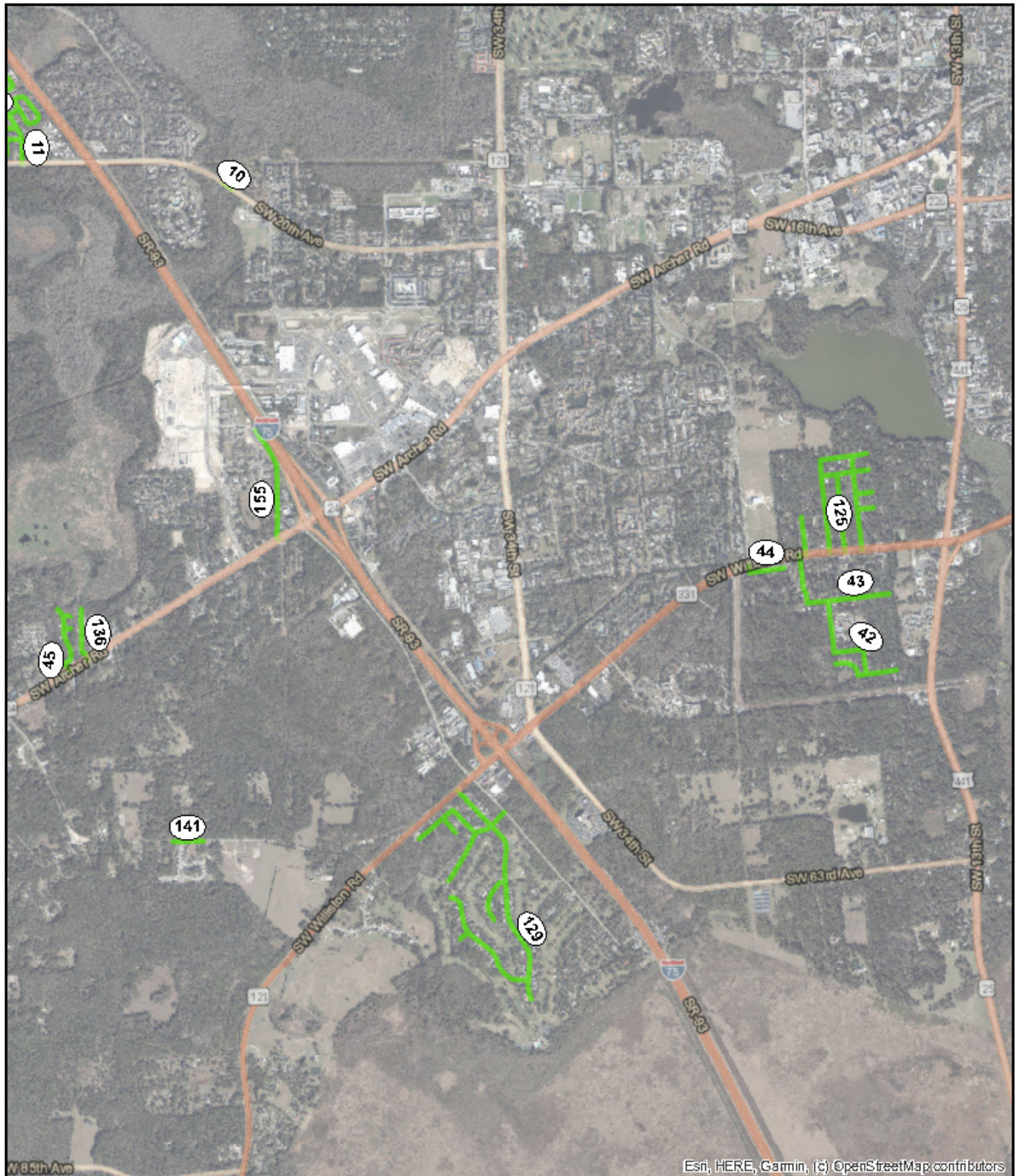
Annual Sweeping Roadways

- As needed
- Monthly

0 0.275 0.55 1.1
 ————— Miles

Map Page 3 of 8



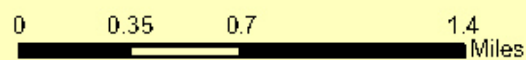


Esri, HERE, Garmin, (c) OpenStreetMap contributors

Alachua County Annual Street Sweeping **Bid Item Map**

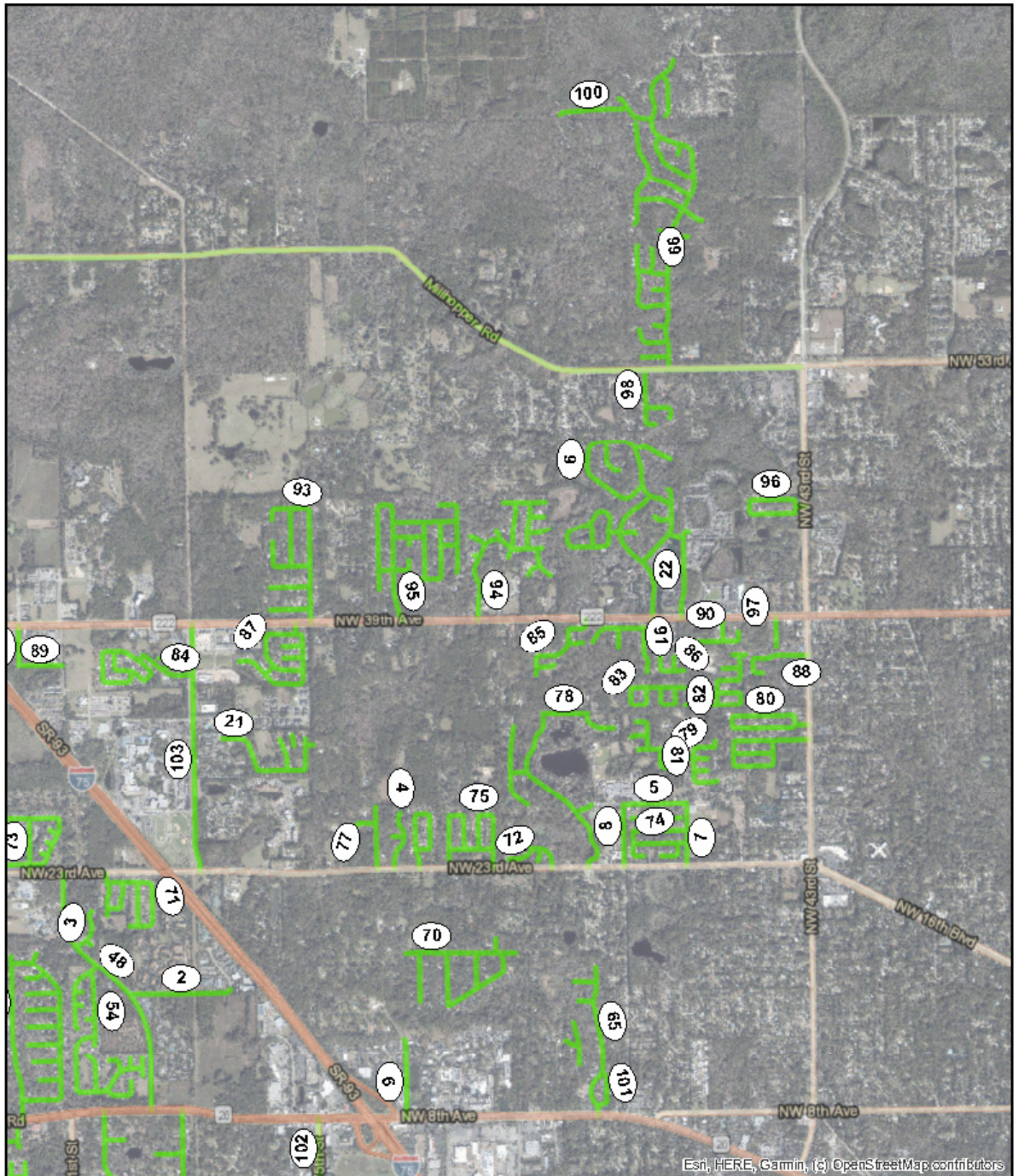
Annual Sweeping Roadways

- As needed
- Monthly



Map Page 4 of 8





**Alachua County Annual Street Sweeping
Bid Item Map**

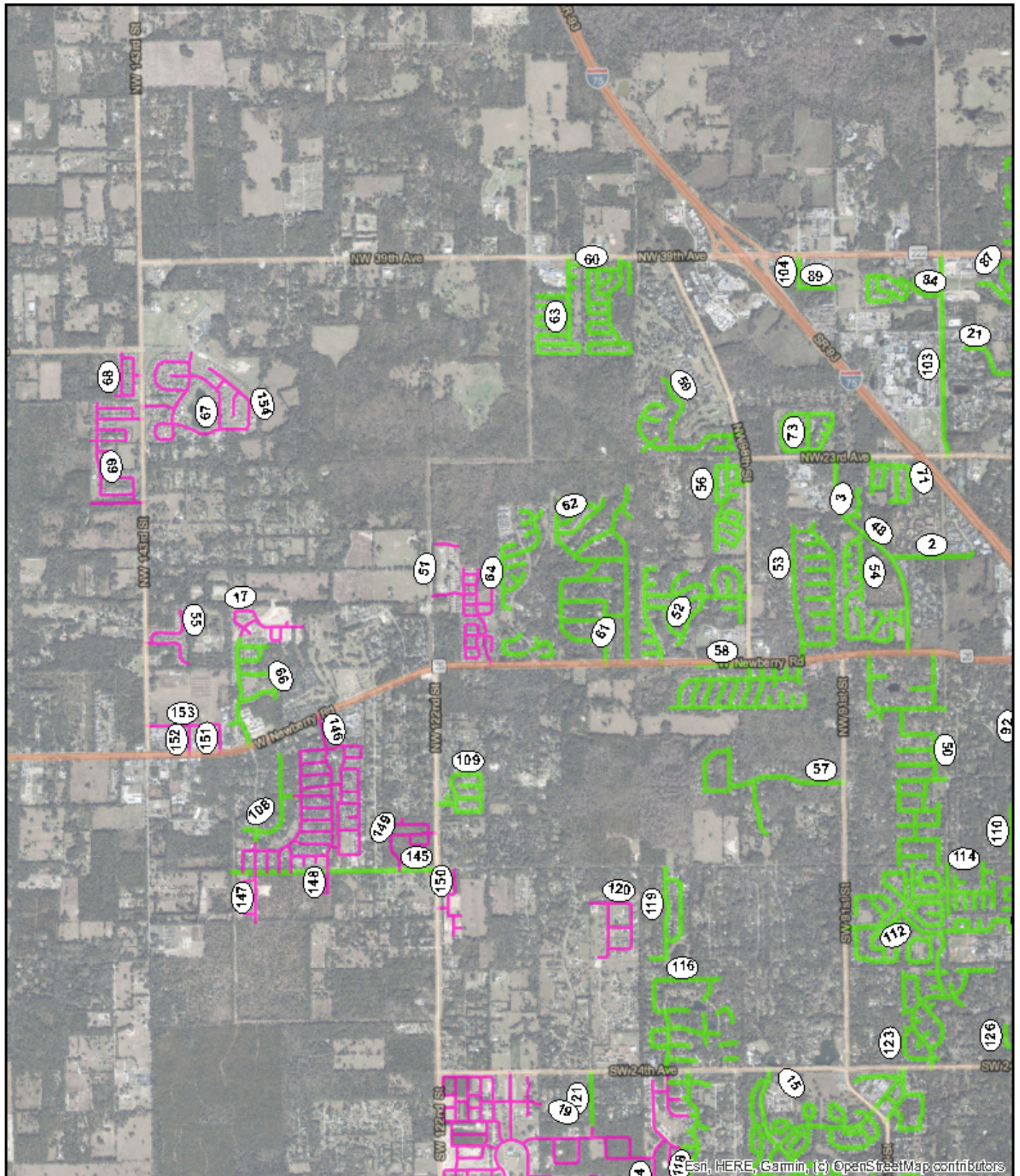
Annual Sweeping Roadways

- As needed
- Monthly

0 0.3 0.6 1.2
Miles

Map Page 5 of 8





Alachua County Annual Street Sweeping **Bid Item Map**

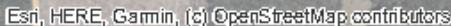
Annual Sweeping Roadways

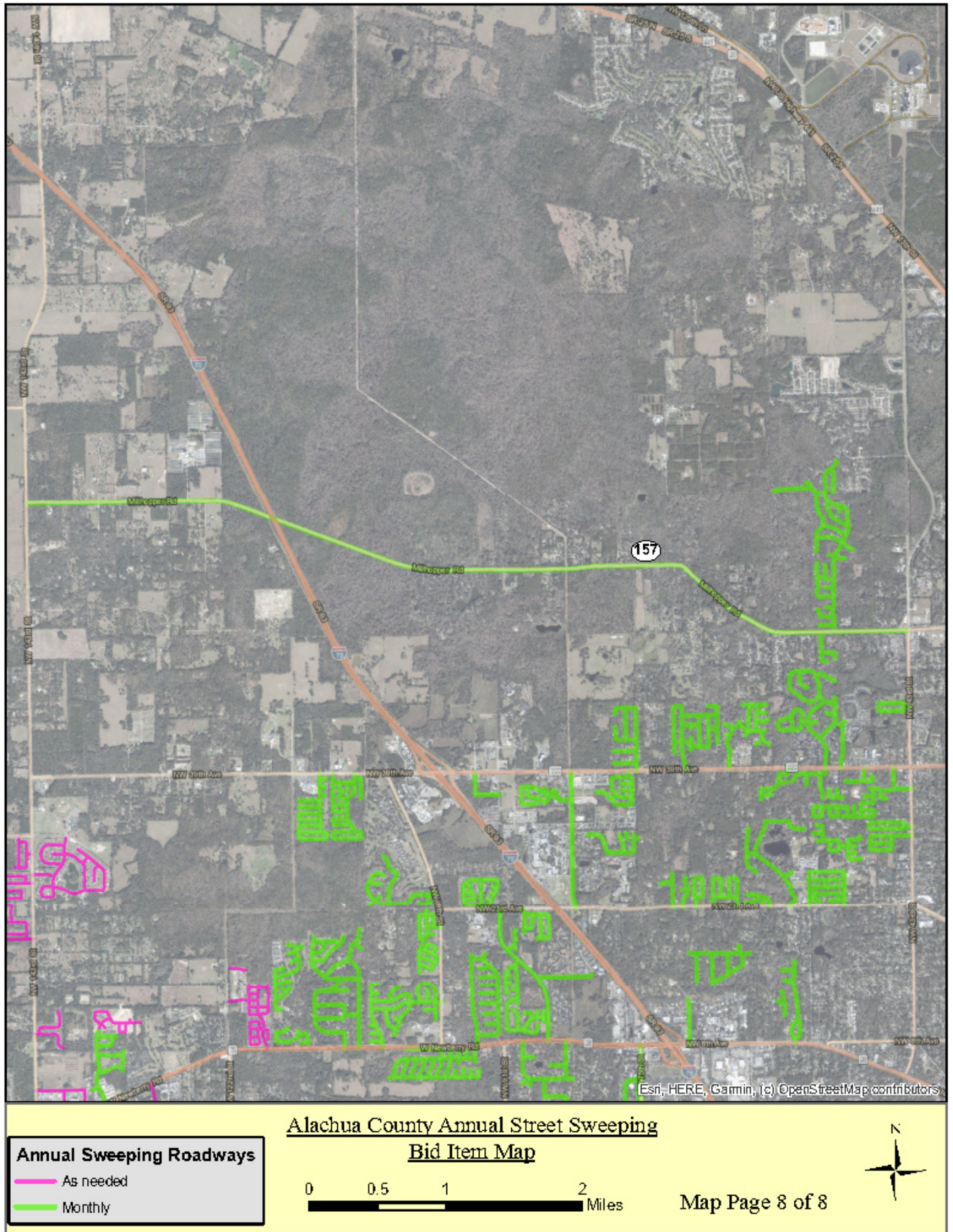
- As needed
- Monthly

0 0.375 0.75 1.5 Miles

Map Page 6 of 8







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 B, Small Business Enterprise (SBE) Program Participation Form** and **Alachua County Government Minimum Wage (GMW) Form.**
- ☐ 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 Procurement for clarification prior to submitting your bid.

BID FORM

BID: 20-229 Annual Street Sweeping Services

BID OPENING DATE: 2:00 pm, Wednesday, March 11, 2020

BID OPENING ADDRESS **Alachua County Procurement, 3rd Floor**
 County Administration Building
 12 SE 1st Street
 Gainesville Florida 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he 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:

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
1	SE 69 AV	0.686	Monthly		
2	NW 15 PL	0.411	Monthly		
3	CHELSEA LANE	0.204	Monthly		
4	QUAIL RIDGE	0.334	Monthly		
5	NW 27 AV	0.254	Monthly		
6	HUNTINGTON	3.000	Monthly		
7	NW 51 ST	0.250	Monthly		
8	NW 55 ST	0.251	Monthly		
9	NW 69 TER	0.320	Monthly		
10	SW 20 AV	0.047	Monthly		
11	SW 61 ST	0.378	Monthly		
12	SW 8 AV	0.526	Monthly		
13	SW 8 AV	0.259	Monthly		
14	ESTATES OF WILDS PLANTATION	1.514	As needed		
15	SCHOOL HOUSE RD	1.035	Monthly		
16	LONGLEAF	4.584	As needed		
17	Arbor Greens Phase II	0.851	As needed		
18	CHESTNUT VILLAGE	0.881	As needed		
19	Oakmont Phase I	3.456	As needed		
20	LAKE FOREST FARMS	0.489	Monthly		
21	VILLAGES OF SANTA FE	0.743	Monthly		
22	NW 51 ST	0.360	Monthly		
23	CREEK PARK EST	0.738	Monthly		
24	DEVONSHIRE HILLS	1.310	Monthly		
25	McRAE MANOR	0.073	Monthly		

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
26	MCNEIL/JACKS 2	0.367	Monthly		
27	GREEN GROVE	1.085	Monthly		
28	CELEBRATION OAKS	0.289	Monthly		
29	LANA'S PLACE S/D	0.209	Monthly		
30	GREENTREE VILLAGE	0.521	Monthly		
31	KREFTWOOD EST	0.711	Monthly		
32	SE 35 AV	0.132	Monthly		
33	SE 35 ST	1.631	Monthly		
34	SE 38 CT	0.081	Monthly		
35	SE 39 PL	0.125	Monthly		
36	PINE ACRES	0.375	Monthly		
37	SHADY LAWN EST	0.530	Monthly		
38	SE 47 ST	0.250	Monthly		
39	LAKE FOREST GLEN	0.359	Monthly		
40	SE 48 ST	0.252	Monthly		
41	GREEN ACRES	0.751	Monthly		
42	SERENOLA ESTS	0.528	Monthly		
43	CHACHALA PARK / IDYLVILD	0.794	Monthly		
44	IDYLVILD LN	0.182	Monthly		
45	OAKS OF KANAPAHA	0.365	Monthly		
46	WILLOW OAK PLANTATION	2.432	As needed		
47	MELROSE	2.517	Monthly		
48	FORT CLARKE BLVD	1.088	Monthly		
49	JACKS S/D	0.728	Monthly		
50	BUCKINGHAM	3.897	Monthly		
51	SOUTH POINT	2.438	As needed		
52	BROADMOOR	2.904	Monthly		
53	OAKCREST S/D	2.341	Monthly		
54	EAGLE POINT	1.757	Monthly		
55	STRAWBERRY FIELDS	0.578	As needed		
56	ELLIS PARK	1.620	Monthly		
57	FT CLK FOREST	1.472	Monthly		
58	HAMILTON HEIGHTS / HAMILTON POND	3.013	Monthly		
59	HILLS OF SANTA FE	1.504	Monthly		
60	COUNTRYSIDE	2.342	Monthly		
61	PINE HILL EST	3.077	Monthly		
62	RIDGEMONT	0.915	Monthly		
63	WELLINGTON PL	1.865	Monthly		
64	FLETCHER'S MILL	1.738	Monthly		
65	PARK AV RES 1	0.781	Monthly		
66	ARBOR GREENS	1.419	Monthly		
67	TURNBERRY LAKE	1.991	As needed		

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
68	CARAWAY	0.581	As needed		
69	BELMONT	2.152	As needed		
70	UNIVERSITY ACRES	1.416	Monthly		
71	WEATHERLY	0.926	Monthly		
72	MISTY HOLLOW	0.393	Monthly		
73	BROOKFIELD	1.351	Monthly		
74	BLACK OAKS	0.934	Monthly		
75	WYNDWOOD HILLS	0.946	Monthly		
76	HICKORY WOODS	2.329	Monthly		
77	BARRINGTON PL	0.286	Monthly		
78	RICHMOND	1.584	Monthly		
79	BUCK RIDGE	0.468	Monthly		
80	BENWOOD ESTATE	1.460	Monthly		
81	BUCK RIDGE WEST	0.602	Monthly		
82	KIMBERLY WOODS	0.911	Monthly		
83	TIMBERWAY	0.596	Monthly		
84	NORTHRIDGE	1.061	Monthly		
85	HEATHERWOOD	0.515	Monthly		
86	SAVANNAH PLACE	0.198	Monthly		
87	SUMMIT OAKS	1.131	Monthly		
88	HYDE PARK	0.314	Monthly		
89	NW 36 PL	0.174	Monthly		
90	AUTUMN WOODS	0.332	Monthly		
91	TIMBERLANE	0.562	Monthly		
92	TOWERHILL	0.657	Monthly		
93	ROBINLANE	1.449	Monthly		
94	SUMMER CREEK	1.619	Monthly		
95	EMERALD WOODS	2.507	Monthly		
96	RUSTLEWOOD	0.510	Monthly		
97	NW 45 ST	0.120	Monthly		
98	HUNTER'S GLEN	0.386	Monthly		
99	DEER RUN	3.399	Monthly		
100	BLUES CREEK	0.899	Monthly		
101	PARK AVE OFFICE	0.396	Monthly		
102	NW 75 ST	0.439	Monthly		
103	NW 83 ST	1.003	Monthly		
104	NW 92 CT	0.160	Monthly		
105	EASTWOOD MEADOWS	0.310	Monthly		
106	SE 13 PL	0.250	Monthly		
107	SE 35 ST	1.631	Monthly		
108	JOCKEY CLUB	0.669	Monthly		
109	FLETCHER'S PARK CLUSTER S/D	0.974	Monthly		

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
110	WESTCHESTER MANOR	1.459	Monthly		
111	WOODLANDS	1.048	Monthly		
112	COBBLEFIELD	4.381	Monthly		
113	SUGARFOOT OAKS	1.312	Monthly		
114	FAIRFIELD	1.191	Monthly		
115	WINDWARD MEADOWS	0.979	Monthly		
116	CAMBRIDGE FOREST	2.157	Monthly		
117	HAILE PLANTATION	26.805	Monthly		
118	WILDS PLANTATION	2.358	Monthly		
119	GRANITE PARK	0.922	Monthly		
120	CHENEY WALK ESTATES	0.940	As needed		
121	SW 110 TER	0.251	Monthly		
122	WESTWOOD	0.932	Monthly		
123	AVALON	2.475	Monthly		
124	TOWER OAKS	2.321	Monthly		
125	IDYLVILD	1.880	Monthly		
126	RESERVE, THE	0.654	Monthly		
127	WESTPOINT	0.220	Monthly		
128	GARISON WAY	1.373	Monthly		
129	COUNTRY CLUB ESTATES	2.624	Monthly		
130	CEDAR RIDGE	1.117	Monthly		
131	GREENLEAF	1.598	Monthly		
132	TOWER VILLAGE	1.033	Monthly		
133	SW 46 BLVD	2.152	Monthly		
134	STILLWIND	1.773	Monthly		
135	VALWOOD	3.361	Monthly		
136	SW 56 TER	0.233	Monthly		
137	ELOISE GARDENS	1.190	As needed		
138	MENTONE	3.445	Monthly		
139	SW 73 TER	0.062	Monthly		
140	SW 75 ST	0.265	Monthly		
141	SW 62 AV	0.132	Monthly		
142	Oakmont Phase II and III	9.172	As needed		
143	LUGANO	0.524	As needed		
144	Lugano Phase II	0.665	As needed		
145	SW 8TH AVE	1.009	Monthly		
146	TOWN OF TIOGA	5.684	As needed		
147	Town of Tioga - Phase 17	0.523	As needed		
148	Town of Tioga - Phase 18	0.354	As needed		
149	Amariah Park	0.894	As needed		
150	Gloria's Way	0.545	As needed		
151	NW 138 TER	0.143	As needed		

BID ITEM/ Map Label	Description	Miles	Maintenance Cycle	Unit Price (\$/mile)	Amount Bid
152	NW 140 TER	0.143	As needed		
153	NW 2 LN	0.359	As needed		
154	Turnberry Lake Phase III	0.668	As needed		
155	SW 43 ST	0.511	Monthly		
156	SW 75 ST	0.565	Monthly		
157	Millhoper Road	6.68	Monthly		
A	Additional 2 Lane Roadway	10	As needed		
B	Additional 4 Lane Roadway	10	As needed		
	TOTAL MILES PER CYCLE	234.592	TOTAL AMOUNT PER CYCLE (\$):		

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: _____

Small Business Enterprise (SBE) Program Participation Form

BID: 20-229 Annual Street Sweeping 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.*)

BID: 20-229 Annual Street Sweeping Services

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](#).

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: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

SBE Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

BID: 20-229 Annual Street Sweeping Services

OPTION 4

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

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

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

Must be completed by. SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

Must be completed by. SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

Must be completed by. SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

Must be completed by. SBE Response when contacted: _____

Name of SBE Company: _____

Date SBE Contacted: _____

SBE Contact Name and Phone #: _____

Must be completed by. SBE Response when contacted: _____

BID: 20-229 Annual Street Sweeping 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) Procurement at 352.374.5202, for direction.**

Vendor Name: _____ Date: _____

Signature: _____ Title: _____

Printed Name: _____

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: _____

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM

Bid 20-229 Annual Street Sweeping 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:

- ☐ Employees involved with Alachua County projects are paid a minimum of **\$14.00 hourly** and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$16.17 hourly but are not provided** health benefits?

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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 Procurement 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 inspector 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 below)

- 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 below, 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: 20-229 Annual Street Sweeping 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: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____%

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

INSURANCE REQUIRED

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

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:

NAME

(list)

FUNCTION

(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, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivered 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's representatives 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 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

12 SE 1st Street
and Gainesville, Florida 32601
Attn: Contracts/Grants

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 (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work 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 Annual Contract Price 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 delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price 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.

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(12), 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 reasonable 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 Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance: 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's 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)

Alachua County Attorney's Office

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

PROFESSIONAL

ATTEST (By Corporate Officer)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

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

SAMPLE

EXHIBIT 3: INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT 3-A: CERTIFICATE OF INSURANCE

SAMPLE

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