GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date:

October 28, 2016

From

Purchasing/Contracts

To:

Ken Fair, Patrick Irby, Salli Palmi

CONTRACT #:

10066

VENDOR:

Recycling Services of America, Inc.

DESCRIPTION:

Agreement for collection, processing and marketing of recyclables from

County Government Offices

APPROVED BY:

BoCC

APPROVAL DATE:

10/25/16

Received On:

10/27/16

TERM START

10/25/16

TERM END

9/30/21

AMOUNT:

\$52,500.00

ACCOUNT:

n/a

ENCUMBRANCE #

n/a

RFP/BID#

n/a

ACTIONS REQUIRED Please forward a copy to the vendor & retain a copy for your files.

One electronic copy sent to Ken

copy to:

F&A Risk

Purchasing

File

AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND RECYCLING SERVICES OF AMERICA. INC., FOR COLLECTION, PROCESSING AND MARKETING OF RECYCLABLES FROM COUNTY GOVERNMENT OFFICES

This Agreement is entered into this 25th day of 6 to bec A.D. 2016, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Recycling Services of America, Inc., doing business at 2874 NE 1st Terrace, Gainesville, FL 32609, hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the County desires to employ the Contractor for the collection, processing, and marketing of recyclables from county government offices; and,

Whereas, the Contractor is qualified to provide these services

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

- <u>Term.</u> This agreement is effective for five (5) years beginning on the date of execution and continuing through September 30, 2021 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) 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 Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 2. <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
- 3. <u>Representations and Warranties</u>. 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. <u>Method of Payment</u>. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid based upon the following type of material:
 - 4.1.1 The Contractor shall be paid \$6.89 per indoor bin serviced for paper, cardboard, or commingled recyclables.
 - 4.1.2 The Contractor shall be paid \$12.00 per outdoor dumpster serviced for cardboard.
 - 4.1.3 The Contractor shall deduct \$12.50 per short ton for paper collected from the County and sold for recycling.
 - 4.2. These rates reflect the amount paid for each instance which an indoor bin or outdoor dumpster is serviced
 - 4.3. Prices are subject to automatic adjustment over the life of the agreement as follows: "The bid price paid for paper collected under this agreement shall be routinely adjusted, up or down, on July1st and January 1st of each year (including the first year) to reflect 50% of the difference between the Index Price current at the time of the bid and the latest index price published as of those dates" This provision allows for the costs/benefits of future market fluctuations to be shared between the County and the Contractor. This variance shall be reflected in the revenue shared with the County by the Contractor, rather than as a change in the pickup price per bin.
 - 4.4. The index price is that published in the Mill Trade Journals Recycling Markets published twice monthly by the N.V. Business Publishers Corporation, Avon-By-The-Sea, N.J. 07717, or another publication deemed acceptable by the County.
 - 4.5. 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:

Solid Waste and Resource Recovery Department ATTN: Waste Alternatives Manager 5620 NW 120th Lane, Gainesville, FL 32653

4.6. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Recycling Service of America, Inc. 2874 NE 1st Terrace Gainesville, FL 32609

- 4.7 No Additional reimbursable expenses will be paid under this Agreement.
- 5. <u>Alachua County Minimum Wage</u>: Services rendered through this Agreement 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.
 - 5.1. Current required Alachua County Government Minimum Wage is \$12.00 per hour when health benefits are provided at the equivalent value of \$1.57 per hour
 - 5.2. Current required Alachua County Minimum Wage is \$13.57 when health benefits are not provided.
 - 5.3. The Contractor must provide certification, Attachment D, 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
 - 5.4. 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
 - 5.5. 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, F.S
 - 5.6. 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

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6. <u>Duties of the County</u>. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment "B"**

7. Personnel.

The Contractor will assign only qualified personnel to perform any service concerning this Agreement.

8. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Solid Waste and Resource Recovery Director Solid Waste and Resource Recovery Department 5620 NW 120th Lane, Gainesville, FL, 32653

and

Contractor:

Recycling Service of America, Inc. 2874 NE 1st Terrace Gainesville, FL 32609 Attn: Rodney Ingram

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

J. K. Irby
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602

ATTN: Finance and Accounting

Procurement Division 12 SE 1st Street

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 Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

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- 9.2.1. 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 Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 9.2.2. 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.
- 9.3. 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), F.S., 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.

9.4. Compliance

- 9.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- 9.4.2. A Professional who fails to provide the public records to the County within a

- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. General Provisions:

- 9.1.1. 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 Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.1.2. In accordance with Section 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), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the 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.

9.2. Confidential Information:

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGUARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE IN PARAGRAPH 8

- 10. <u>Insurance</u>. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "C". A current Certificate of Insurance showing coverage of the types and in te amounts required is attached hereto as Exhibit "1"
- 11. <u>Permits</u>. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
- 12. <u>Laws & Regulations</u>. 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.

13. Indemnification.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, 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. 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. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

- 13.2. 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.
- 14. <u>Assignment of Interest</u>. 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.
- 15. <u>Successors and Assigns</u>. 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.
- 16. <u>Independent Contractor</u>. 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. 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.
- 17. <u>Collusion</u>. 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.
- 18. <u>Conflict of Interest</u>. 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.
- 19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.
- **20.** <u>Severability</u>. If any provision of this Agreement is declared void by a court of law, all other AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY AND RECYCLING SERVICES OF AMERICA, INC., FOR COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES FROM COUNTY GOVERNMENT OFFICES 08172016

provisions will remain in full force and effect

- 21. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- **22.** Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 23. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- **24.** <u>Amendments</u>. The parties may amend this Agreement only by mutual written agreement of the parties.
- 25. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 26. <u>Construction</u>. 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.
- 27. <u>Counterparts</u>. 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
- **28.** 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: Kalend Lunter
	Robert Hutchinson, Chair
	Board of County Commissioners
	Date: 10/27/16
ATTEST:	APPROVED AS TO FORM
Su hol	Mt Jul
J. K. Irby, Clerk (SEAL)	Alachua County Attorney's Office
	PROFESSIONAL
ATTEST (By Corporate Officer)	ROTESSIONAL
By: Where here	BV:
11	
Print: Atlene Tagen	Print: Krokney Ingram
Title: <i>V</i> . <i>P</i>	Title: Pilsiden T
	Date: 8/3/1/16

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED <u>OFFICER</u> OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: SCOPE OF SERVICES

- Provision of collection containers shall be negotiable at the time of contract negotiations. Containers must be sturdy, easily serviceable, and pleasing to the eye.
- 2. The Contractor shall provide pickup service at any County location either designated in the Contract(s) or added by a subsequent addendum to the Contract(s). Current Service Locations are at Exhibit 1 to this attachement
- The Contractor shall comply with all schedules established by the County for pickup location, time and frequency.
- 4. The Contractor shall maintain a good faith effort to collect materials on time and in a neat and orderly fashion. In the case of holidays observed by the County, Contractor shall notify County whether pickups will be made prior to or following the holiday closure.
 - a. The following days shall be holidays recognized by the County: New Year's Day (Jan 1), Martin Luther King Day (Monday nearest Jan 15), Memorial Day (last Monday of May), Independence Day (July 4), Labor Day (first Monday of Sept), Veterans Day (Nov 11), Thanksgiving Day and day after (4 Thursday of Nov and day following), Christmas Eve and Day (Dec 24 and 25). Holidays which fall on a weekend shall be honored the closest weekday unless designated otherwise by the County.
- 5. All recyclables collected by the Contractor shall be weighed expeditiously and invoices shall be provided to the County Representative by the 10th of each month. Payment (or invoice deduction) for materials must be received or credited no later than 30 days from the end of the month for the previous month's collected recyclables.
- 6. In the event that logistics require an estimation of delivered quantities of materials, the Contractor will work with the County to establish a product density factor. In this case, the parties will establish an average weight per collection container. Invoices shall be provided detailing this scenario.
 - b. For example: It has been determined that the collection container full of mixed paper weighs 100 pounds. Five collection containers were picked up at a given County facility. An invoice shall be provided that records 500 pounds of mixed paper were collected.
- 7. The paper collected by the Contractor for recycling may contain sensitive and confidential information. Public disclosure of such information could produce

embarrassment and potential liability for the County. The Contractor agrees to indemnify and hold the County and its agents harmless from and against all claims, damages, losses and expenses, including attorney's fees in consideration of receiving the right to collect and recycle said waste paper, in the event a successful claim is made against the County which is for breaching or leaking the confidence contained in said waste paper or caused in whole or in part by a negligent act of omission or commission by the contractor or anyone employed by the Contractor.

- 8. For the purpose of releasing or making available any or all of the County's paper products to third parties under involuntary judicial or administrative order of any court or agency of competent jurisdiction, the County shall retain title to the paper products up to and until baling or shredding of the paper products.
- The Contractor shall provide proof to the County that materials collected from the Office Recycling Program are being recycled, and into what form they are recycled.
- 10. In the event a regularly scheduled pickup is missed, the Contractor shall be responsible for notifying the contact person, Alachua County Recycling Program Coordinator, or as per the Contract, by the end of the day in which the pickup should have been collected. At the time of notification of a missed pickup, the Contractor will also give a 'good-faith' estimate of when the missed pickup will be done.
- 11. Should the need arise for a "special pickup" in which the amount of recyclables exceeds the normal capacity of designated recyclable containers, the Contractor shall receive approval from the Alachua County Recycling Program Coordinator prior to collecting the material. The rate for the collection of such material shall be the same as those for standard collection. In the event that a "special pickup" is made without prior approval, payment for such services is left to the discretion of the Solid Waste and Resource Recovery Director

EXHIBIT 1 to ATTACHMENT A: COLLECTION LOCATIONS AND SCHEDULE

	BUILDING	ADDRESS	DAY	WEEK	Paper	Commingle
1	Ala Co. Emergency Communication Center	2621 SE Hawthorne Road	Wed	A/B/C/D	6 lggy	3 bins
	Ala Co. Courthouse Off Site Records	919 SE 5 Street	Wed	B/D	1 lggy	
3	Ala Co. Criminal Courthouse	220 S. Main Street	Thur	A/B/C/D	6 - 96 gal	
4	Ala Co. Facilities Maintenance	917 SE 5 Street	Wed	A/B/C/D	2 lggy	1 bin
5	Ala Co. Housing Department	703 NE 1 Street	Thur	B/D	1 lggy	
	Ala Co. Fire & Rescue	913 SE 5 Street	Wed	A/B/C/D	5 lggy	1 bin
7	Ala Co. Health Department	224 SE 24 Street	Wed	A/B/C/D	8 lggy	6 bins
	Ala Co. Tax Collector	3207 SW 35 Blvd	Mon	B/D	2 lggy	1 bin
9	Ala Co. Tax Collector	5801 NW 34 Street	Tue	A/C	1 lggy	
10	Animal Control	3400 NE 53 Avenue	Tue	B/D	4 lggy	2 bins
11	Annex 1	10 SW 2 Avenue	Thur	A/B/C/D	6 lggy	
12	Corrections	3333 NE 39 Avenue	Tue	В	6 - 6 wheeler	
13	County Admin	21 E. University Avenue	Fri	A/B/C/D	16 Iggy	4 bins
_					2 - 96 gal	
14	Court House	201 E. University Avenue	Thur	A/B/C/D	3 - 96 gal	
		1			9 lggy	
					1 floater (on-call)	
15	Day Reporting Program	249 W. University Avenue	Thur	A/B/C/D	2 lggy	
	Court Services & Info Services	26 E. University Avenue	Fri	A/B/C/D	10 lggy	
17	Environmental	408 W. University Avenue	Thur	A/B/C/D	2 lggy	
18	Extension	2800 NE 39 Avenue	Tue	B/D	2 lggy	
19	Fire Station #9	5901 NW 34th Street 32653	Tues	Α		1 - 96 gal
20	Fire Station #10	930 SE 5th street 32601	Wed	B-D		1 - 96 gal
21	Fire Station #12	1320 SE 43rd Street 32607	Wed	С		1 - 96 gal
22	Fire Station #15	7000 SW 88th Street 32608	Mon	Α		1 - 96 gal
23	Fire Station #16	1600 Forte Clarke Blvd 32606	Mon	В		1 - 96 gal
24	Fire Station #17	3509 NW 143rd Street 32606	Tue	A-C		1 - 96 gal
25	Fire Staion #19	2000 SW 43rd Street	Fri	B-D		1 - 96 gal
26	Fire Station #21	15040 NW US 441 Alachua 32615	Tue	С		1 - 96 gal
27	Library	401 E. University Avenue	Thur	A/B/C/D	5 - 96 gal	
					5 lggy	
28	Metamorphosis Center	4200 SW 21 Place	Fri	A/B/C/D	1 lggy	
					1 - 6 wheel OCC	
29	Millhopper Library	4209 NW 37 Place	Tue	B/D	2 lggy	
30	Property Appraisers/ Supervisor of elections	515 N Main Sreet	Mon	A/B/C/D	12 lggy	5 bins
31	Public Defenders	35 N. Main Street	Fri	A/B/C/D	3 lggy	2 bins (B/D)
	Public Works	5620 NW 120 Lane, Hague	Tue	A/C	9 lggy	
33	Santa Fe - University	530 W. University Avenue	Thur	B/D	1 - 33 gal	
	Sheriff's Admin	2621 SE Hawthorne Road	Wed	A/B/C/D	6 lggy	
35	State Attorney	120 W. University Avenue	Thur	B/D	6 lggy	
	Tourist Information	26-A East University Avenue	Fri	A/B/C/D	1 - 33 gal	1 bin
37	Tower Road Library	3020 SW 75 Street	Mon	A/C	2 lggy	
	Work Release	3371 NE 39 Avenue	Tue	B/D	1 lggy	

ATTACHMENT B: DUTIES OF THE COUNTY

- The County agrees to make available all designated recyclable materials for pickup by the Contractor at the specified locations during normal working hours.
- The County agrees to use the containers and storage materials as often as
 physically or practically possible. The County reserves the right to accept
 or reject containers to be placed in buildings based on size, type and color
 if provided by the Contractor.
- 3. The County agrees to allow the Contractor to pick up all types of recyclable materials as indicated at locations indicated in **Attachment D**.
- 4. The County reserves the right to add or delete to the list of County facilities listed in **Attachment D** upon giving the Contractor forty-eight (48) hours written notice.
- 5. The County reserves the right to change the time, frequency and location of all pickups upon giving the Contractor forty-eight (48) hours written notice.
- 6. The County requires that the Contractor pickup any unusually large quantities of paper at the County's convenience, upon giving the Contractor forty-eight (48) hours verbal or written notice by facsimile.
- 7. Provision of collection containers shall be negotiable at the time of contract negotiations. Containers must be sturdy, easily serviceable, and pleasing to the eye.
- 8. County reserves the right to engage alternate vendors for similar work as needed on an emergency basis. Designation of an emergency situation shall be determined by County staff.

ATTACHMENT C: INSURANCE REQUIREMENTS

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 then \$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.

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 Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any

AGREEMENT FOR CONTRACTUAL SERVICES

BETWEEN ALACHUA COUNTY AND RECYCLING SERVICES OF AMERICA, INC., FOR COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES FROM COUNTY GOVERNMENT OFFICES 08172016

cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact 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 TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297

Fax: 352-381-0168 Attn: Darlene Ryon

EXHIBIT 1 to ATTACHMENT C: CERTIFICATE OF INSURANCE

ATTACMENT D: Certification of Meeting Alachua County Wage Ordinance

Cornorate Name

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").

A 11	
Address City/State/Zip	
Phone Number	
Point of Contact	
Project Description:	
	CONTRACTOR
ATTEST By Corporate Officer)	6 6,1
By: Mere Green	Ву:
Print: Ar line Ingram	Print: Kag JWGRAM
Title: V. President	Title: Xuesi des
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	Date: 4/1//

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED <u>OFFICER</u> OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

RECYSER-01

TWAG



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CERTIFICATE OF LIABILITY INSURANCE

8/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER,

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT

Fin	ng Insurance Agency			DHONE:	10000	27 6 46 6	TAY	INFO1 074 040F
232	1 NW 41st Street			IAIC N	o. Ext): (352) 3	77-0420	(A/C, NO):	(352) 371-3065
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CERTIFICATE OF LIABILITY INSURANCE

DATE MM/DD/YTYY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS, CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions of be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT NAME. producer SUNZ Insurance Solutions, LLC. ID:(Amer. Emp Grp)
c/o American Employer Group III, Inc.
800 Oak Ridge Tumpike Suite A-702
Oak Ridge, TN 37830 Cora Rutherford PHONE LA'C. No Exti: E-MAIL ADDRESS: 865-481-0910 877-299-9849 cora.rutherford@asgpeo.com INSURER(S) AFFORDING COVERAGE HAIC # 24762 INSURER A. SUNZ Insurance Company wsurers: Aspen Re - London - Best Rating "A+" Madison PEO of Florida Inc., Madison PEO of INSURER C Chaucer Syndicate - Lloyds - Best Rating "A+" Florida, Inc. I 225 West Seminole Blvd Suite 103 Sanford FL 32771 INSURER 0: Faraday Syndicate - Lloyds - Best Rating "A+"

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B Workers Compensation C Excess Coverage D	This is for informational purposes and nothing shall create any right under such reinsurance.

Alachua County, FL 201 E. Un versity Ave Gainesville FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Glen J Disterano

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ACORD 25 (2018/03)

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Manager's Talking Points October 25, 2016

Talking Points for the Manager:

- Agreement between Alachua County and Recycling Services of America, Inc.
- The Office of Waste Alternatives has facilitated the Office Recycling Program for Alachua County since 1998.
 - The Program provides recycling services for 38 County offices or buildings.
- Of the two (2) vendors that responded to Bid #17-46, Recycling Services of America, Inc. offered
 the lowest cost to the County, therefore, the Solid Waste & Resource Recovery Department
 received Board approval to begin negotiating an agreement.
- This Agreement has a five (5) year term, with the option to renew for two (2) additional two (2)-year periods.

Agenda Item Summary Form

	Prepared by Patrick Irby	Approved by Patrick Irby	Approved by Kenneth Fair	Approved by Solid Waste & Resource Recovery Director Sally Palmi
Da	ate: 10-5-16	Date: 10-5-10	Date: /0/10/16	Date: 10/12/16

Select an Agenda	October 25, 2016
Select a Category	Consent/Governmental Units
Select a Category	Community Planning Group
Item Type:	Action
Title	Agreement with Recycling Services of America, Inc. for the
True	Collection, Processing and Marketing of Recyclables from County Government Offices
Amount:	\$0.00 \$5Z,500.00
Description:	Request approval of the Agreement for Contractual Services Between Alachua County and Recycling Services of America, Inc., for the Collection, Processing and Marketing of Recyclables from County Government Offices
Recommendation:	Approve the Agreement between Alachua County and Recycling Services of America, Inc. for the Collection, Processing and Marketing of Recyclables from County Government Offices
Alternative(s):	Do not approve the Agreement and do not collect recyclables from County Government Offices
Requested By:	Sally Palmi, (352) 548-1282
Originating Department:	Solid Waste and Resource Recovery
Attachment(s) Description:	Agreement between Alachua County and Recycling Services of America, Inc., for the Collection, Processing and Marketing of Recyclables from County Government Offices
Documents Requiring Action:	Agreement between Alachua County and Recycling Services of America, Inc., for the Collection, Processing and Marketing of Recyclables from County Government Offices
Executive Summary:	This Agreement will provide for the collection, processing, and marketing of recyclable materials from approximately 38 county offices or County buildings. Recycling Services of America, Inc., was the selected vendor from Bid #17-46 Annual Office Recycling Services. They were the lowest priced bid and will provide continuity of services as they are our current contracted vendor.
Background:	The County's current Agreement with Recycling Services of America, Inc. for the collection, processing and marketing of recyclables from County Government offices will expire on September 30, 2016, with no term extension available. Therefore, the County was required to rebid these services. Bid #17-46 was advertised on April 13, 2016 and April 20, 2016, with a deadline to respond of June 22, 2016. The County received a response from two (2) vendors, and Recycling Services of America, Inc. was the vendor offering the lowest cost to the County. On July 14, 2016, the Board of County Commissioners
	approved Solid Waste and Resource Recovery Department's recommendation to award the bid to Recycling Services of America, Inc.

Issues:	The regular collection, processing and marketing of recyclables from County offices is a necessary service as we attempt to reduce our environmental impact. Current County staff does not have the time or equipment available to them to provide these services on a regular schedule.
Fiscal Recommendation:	Approve the Agreement as funding for these services has already been accounted for in the annual budget.
Fiscal Alternative(s):	N/A
Funding Sources:	Solid Waste Assessment
Account Code(s):	405-7620-538.34-14

POCC 10/25/14

22. Professional Services Agreement with Underwriters Safety and Claims for Third Party Claims Administration Services.

Item Description: Alachua County has utilized the services of Underwriters Safety and Claims since 2006. On July 22, 2009 a renewal contract was negotiated which continued through September 30, 2016. September 29, 2016 a renewal contract was negotiated with some slight changes, which will continue through September 30, 2021.

Fiscal Consideration: Sufficient appropriations exist in the Self-Insurance Fund 501 and Health Fund 507.

Recommended Action:Approve the October 2016 through September 30, 2021 Professional Agreement for Third Party Claims Administrative Services.

23. Designate a Representative to the Public Risk Management of Florida Insurance Trust Board of Directors

Item Description: The Board previously approved Public Risk Management of Florida Insurance Trust (PRM) as the excess insurance carrier for Alachua County's self-insurance plan for FY17. Subsequently, PRM has requested Alachua County be represented on the Board of Directors. John Carnell and John Clemons in Risk Management are the most appropriate selections for this role. A seat on the Board of Directors of PRM will allow the County to be more involved and aware of Insurance Trust activities and decisions.

Examples of Board member duties include determining fees and rates, by-law modifications, Executive Director compensation, and Insurance Trust policy decisions.

Fiscal Consideration: Travel Cost to meetings will be absorbed with Risk Management's current appropriation.

Recommended Action: Approve John Carnell as an Primary Board Member and and John Clemons as an Alternate Board Member for the Public Risk Management of Florida

Solid Waste and Resource Recovery

24. Agreement with Recycling Services of America, Inc. for the Collection, Processing and Marketing of Recyclables from County Government Offices

Item Description: Requesting approval of the Agreement for Contractual Services between Alachua County and Recycling Services of America, Inc. for the Collection, Processing and Marketing of Recyclables from County Government Offices.

Contract is for five years with two additional, two year renewals. To help reduce our environmental impact, this Agreement will provide for the collection, processing and marketing of recyclable materials from approximately 38 County offices or County buildings. As the vendor with the lowest price bid, Recycling Services of America, Inc. (RSA) was the selected vendor from Bid #17-46, Annual Office Recycling Services. On July 14, 2016, the Board of County Commissioners approved Solid Waste and Resource Recovery Department's recommendation to award the bid to RSA.

Fiscal Consideration: The Recycling Services of America, Inc. contract is for \$52,500. **Recommended Action:** Approve the Agreement between Alachua County and Recycling Services of America, Inc. for the Collection, Processing and Marketing of Recyclables from County Government Offices.