

**CONTRACTUAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND
POWERHOUSE RECYCLING INC., NO. 13891**

This Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and POWERHOUSE RECYCLING INC., a Foreign for Profit Corporation which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued an Invitation to Bid (ITB) 24-81 seeking qualified firms or individuals to provide Annual E-scrap Disposal; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope of Services/Work**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual E-scrap Disposal, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties ("effective date") and continues until September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two-year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew this Agreement provided the County has written notice ninety (90) days prior to the County's fiscal year starting in October 1st for each term renewal.
4. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
 - C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
 - D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this

Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed One Hundred Thirty Three Thousand Dollars (\$133,000.00) **annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “2A”** and incorporated herein.
- B. The Contractor shall reimburse the County for the products and at the rates in accordance with the Reimbursement Schedule attaches as **Exhibit “2B”** and incorporated herein.
- C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. 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 subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Solid Waste & Resource Recovery
5620 NW 120th Lane
Gainesville, FL 32653
- D. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. 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. Continuation of this Agreement beyond the term or the end of any County 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.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to

the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$18.00 per hour without health benefits

BKB.

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 7 days from the date of the notice, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing at least 30 days written notice of termination for convenience to the Contractor. The Director of Alachua County Solid Waste & Recovery is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon no less than 24 hours' written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all equipment, electronics, data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR

OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

POWERHOUSE RECYCLING INC.
2869 SE SAINT LUCIE BLVD
STUART, FL 34997

To County:

Solid Waste & Resource Recovery
5620 NW 120th Lane
Gainesville, FL 32653
gus@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor'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 Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor 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 Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product,

Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

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

I. Independent Contractor. In the performance of this Agreement, Contractor is 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, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term

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

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

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, 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.

P. 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 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.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

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

signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

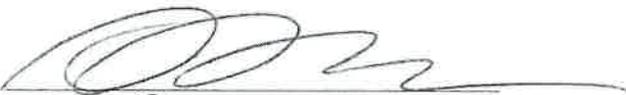
APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: 

Print: Brin Beinarauskas

Title: VP of Compliance / Sr. Acct Exec.

Date: 6-27-23

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work

1. **General Requirements:** The Contractor shall provide for the collection, recycling and de-manufacturing services for End-Of-Life (EOL) Electronics that are received by the County from residents or businesses through electronics collection programs.
2. **Definitions**
 - 2.1. Contractor: shall indicate the commercial entity contracted by the County to perform the services as outlined under the Scope of Services in this contract.
 - 2.2. End-Of-Life Electronics (EOL): shall indicate electronics that have been discarded by residents or businesses.
 - 2.3. Permitted Facility: shall indicate any EOL electronics recycling or de-manufacturing facility that has met the State of Florida's minimum guidelines, is listed as an approved vendor and meets the requirements outlined in the qualifications section of this document
3. **Specific Requirements**
 - 3.1. Hazardous Waste Collection Center
 - 3.2. EOL electronics received at the County's Hazardous Waste (HHW) Collection Center will be processed for recycling and de-manufacturing by County personnel. This will include packaging the EOL electronics for transportation.
 - 3.3. All packaging materials will be supplied to the County by the Contractor (i.e. pallets, pallet boxes (CYB or Gaylords), shrink wrap, etc.).
 - 3.4. The Contractor shall provide a licensed trailer for the storage and transportation of EOL electronics to the contractor to remain onsite with the County until filled. Once filled the County will notify the Contractor to schedule for transportation of EOL electronics and replacement of an empty trailer.
 - 3.5. Within seventy-two (72) hours of notification by the County, the Contractor shall load and transport the EOL electronics to a permitted EOL electronics facility that the Contractor has specified.
 - 3.6. The Contractor shall provide all personnel, equipment, and materials necessary to load and transport the EOL electronics. This includes but is not limited to: safety equipment and pallet jacks, ratchet straps.
 - 3.7. The Contractor shall ensure personnel are properly trained to handle, and licensed to transport, the EOL electronics.
 - 3.8. Within seventy-two (72) hours of transporting the EOL electronics to a permitted EOL electronics facility, the Contractor shall provide the County with a written report specifying the number of individual units received in each category, and the total weight of all units received in each category. The Contractor will provide an invoice to the County within fourteen (14) days after removing the EOL electronics from the HHW Collection Center.
 - 3.9. The County reserves the right to add additional EOL electronics pickup locations as deemed necessary.

3.10. The County reserves the right to add additional miscellaneous EOL items not indicated on Bid Price Form.

3.11. The County will not be limited to the number of pick-up requests made to the Contractor during the Contract year.

4. Other Specifications

4.1. The Contractor shall accept a wide variety of EOL electronics.

4.2. The type of electronics to be collected at the HW Collection Center and mobile collection events.

4.2.1. CRT and LCD Monitors

4.2.2. CPUs

4.2.3. Keyboards

4.2.4. Printers

4.2.5. Modems

4.2.6. Scanners

4.2.7. CRT and LCD TVs (large & small)

4.2.8. Copiers

4.2.9. Fax Machines

4.2.10. Test Equipment

4.2.11. Electronic Medical Equipment(Ultrasound, X-ray equipment nonradioactive)

4.2.12. Telecommunication Equipment

4.2.13. Laptops

4.2.14. Video and Audio Equipment

4.2.15. Mainframes/Servers

4.2.16. Stereos

4.2.17. Plotters

4.2.18. Cameras

4.2.19. PDA's

4.2.20. Cell Phones

4.2.21. Misc Computer Components

4.2.22. Wires/Cables

4.3. The County reserves the right to retain any EOL electronics that are received through County collection programs for reuse purposes. The County reserves the right to de-manufacture, partially de-manufacture, or otherwise dismantle any EOL electronics received from residents or businesses through County collection programs.

4.4. All Contractor-owned or leased vehicles and trailers used for transporting EOL equipment on public roadways shall satisfy the minimum safety requirements as set forth by the Florida Department of Highway Safety and Motor Vehicles. Sufficient documentation shall be provided to the County to demonstrate that the Contractor adequately fulfills this requirement.

4.5. The Contractor shall submit documentation providing proof that the person designated the Contractor's Project Manager fully meets the requirements specified in the scope of Services.

- 4.6. The Contractor will train County staff as needed on the proper methods and procedures for sorting, segregating, packaging, containerizing, and labeling, EOL electronics and their components.
- 4.7. The training will be conducted at a mutually agreed upon site to include virtual meeting and will be provided within thirty (30) days after bid award. The training will be provided at no cost to the County.
- 4.8. The Contractor will ensure that reuse, refurbishment and recycling techniques are used to the full extent practicable, in an effort to minimize incineration and land disposal of EOL electronic equipment and components. The Contractor will ensure that proper business records are kept demonstrating that incineration and land disposal are minimized. . The Contractor will ensure that proper business records are kept demonstrating that incineration and land disposal are minimized. In the case of export of any electronic products and components, the Contractor ensures that any applicable requirements of the U.S., as well as applicable requirements of importing and transit countries, are compiled with, and proper business records are kept documenting such compliance. Prior to export, the materials listed below are removed and handled separately, unless: the export is for purposes of reuse or refurbishment, or the Contractor has documented and regularly monitored controls in place to assure that the materials will be removed in member countries of the OECD (Organization for Economic Co-operation and Development): batteries, mercury and PCB containing lamps and devices, circuit boards, unless they are contained in hand-held electronic equipment, such as cellular phones, PDAs, etc., CRTs and CRT glass, both of which are adequately processed for use as an industrial feedstock material prior to export. The Contractor shall submit an affidavit to the County indicating that they will adhere to this bid condition. The Contractor will also submit documentation indicating what type of components will be exported and where they will be exported following the above mentioned guidelines.
- 4.9. The Contractor shall be certified by an independent third party auditor to ensure they meet specific standards to safely recycle and manage electronics. The accreditation needs to be with either the Responsible Recycling Practices (R2) R2v3 effective July 2020 or the e-Stewards standards. These certification programs are meant to demonstrate strong environmental standards, maximize reuse and recycling, minimize exposure to human health and the environment and ensure safe management of materials by downstream handlers, and require destruction of all data on used electronics.
- 4.10. The Contractor shall submit documentation on all facilities intended for use during the de-manufacturing, recycling, re-using, and reclaiming of EOL electronics. The documentation shall include proof of required regulatory permits as well as environmental protection compliance records for the previous three (3) years. The documentation shall be maintained on file with the Contractor for the duration of the Contract. Any changes to the file shall be submitted for County review at least seventy-two (72) hours prior to the collection of any EOL electronics from the County.
- 4.11. The Contractor shall provide documentation of all end markets they will use for EOL electronics, recovered components, and recovered materials during the course of

this Contract. This information needs to be updated annually or if any markets change and be submitted to the County. Acceptable documentation includes: 1) letters of agreements/contracts on subcontractor letterhead; 2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or 3) sworn affidavit from contractor on contractor letterhead. Bids lacking such documentation will be considered non-responsive.

- 4.12. The Contractor shall provide valid certificates, or similar documentation, indicating they meet the following minimum requirements:
 - 4.12.1. Large Quantity Handler of Universal Waste Batteries
 - 4.12.2. Mercury-Containing Device Handler
- 4.13. The Contractor must comply with all federal, state, and local regulations applicable to the handling, packaging, labeling, transporting, storing, disposal, and overall management of EOL electronics.
- 4.14. The Contractor shall conform to all existing Alachua County codes and regulations. In addition the work shall be accomplished in accordance with the best management and professional methods and standards of the trade. The County reserves the right to inspect all EOL electronics recycling and de-manufacturing facility/ies listed prior to the award.
- 4.15. The County shall have the right to inspect all County and Contractor utilized EOL electronics recycling and de-manufacturing facilities to which County EOL electronics are taken, to ensure that the schedules and performance are in accordance with the Contract. These inspections shall be unannounced by the County.
- 4.16. The Contractor must ensure that sensitive data contained in electronic memory components is not inadvertently compromised. The Contractor must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the Contractor shall notify the County. The Contractor shall erase all information from hard drives and related components prior to the item being sold for reuse or recycling utilizing technology that complies with current industry standards.
- 4.17. Packing and packaging specifications will be as follows: CRT televisions, CRT monitors, Large LCD/LED televisions and Microwaves will normally be separated and packaged on pallets and shrink wrapped in place by commodity type. Other EOL electronics listed in Table 1 such as printers, small copiers, keyboards, wires, cables, telecommunications equipment, etc. will be packed in Gaylord boxes and palletized. The Contractor will supply the wooden pallets and Gaylord boxes to the County at no charge.

5. Additions/Deletions of Services:

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

6. Annual Price Adjustments and/or Changes:

- 6.1. The County may consider price adjustments, after initial contract term, once in a 12-month period. Successful Bidder shall provide to the County a written request for any such increases/decreases.
- 6.2. Any increase in cost shall not increase by a greater percentage than the percentage change in the Consumer Price Index of the U.S. City Consumer Price Index for Urban Consumers published by the United States Department of Labor during the previous twelve months or 5% whichever is lower.

Exhibit 2A: Rate Schedule

Description	Estimated Quantity	Unit of Measure	Unit Cost
CRT Monitors and Televisions	120000	Pounds	\$.38
LCD/LED Monitors and Televisions	140000	Pounds	\$.20
Misc. electronics, phones, game systems, speakers, printers, copiers, peripherals, small kitchen appliances, peripheral, wres/cables	165000	Pounds	\$.08
Transportation Charges	1	Each	\$2,000.00

Exhibit 2B: Reimbursement Schedule

Description	Estimated Quantity	Unit of Measure	Unit Cost
CPU's complete or incomplete	5000	Pounds	\$0.15
Laptops/notebooks/tablets complete or incomplete	1000	Pounds	\$0.75
Servers/Mainframes	1000	Pounds	\$0.30
SSLA batteries/UPS	5000	Pounds	\$0.08

Exhibit 3: 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 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.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

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

Exhibit 3-A: Certificate of Insurance



AGENCY CUSTOMER ID: POWEREC-01

XSUGHEETER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners of SC, LLC DBA Bynum Insurance		NAMED INSURED Powerhouse Recycling Inc. 220 Ryan Patrick Dr. Salisbury, NC 28147-5619 Rowan	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Bid: 20-81 Rebid Annual E-Scrap Disposal

Cyber Liability

Policy #CH21PTLZ09LE2IC
Insurer: Navigators Specialty Insurance Co., NAIC 36056
Term: 11/6/2021-11/6/2022
Aggregate limit \$1,000,000
Each Incident limit \$1,000,000

Professional Liability

Policy #CH21PTLZ09LE2IC
Insurer: Navigators Specialty Insurance Co., NAIC 36056
Term: 11/6/2021-11/6/2022
Aggregate limit \$1,000,000
Each Incident limit \$1,000,000

Pollution Liability

Policy #NY21ESPZ09TR3IC
Insurer: Navigators Specialty Insurance Co., NAIC 36056
Term: 11/2/2021-11/2/2024
Aggregate limit \$5,000,000
Each Incident limit \$5,000,000

Employment Practices Liability

Policy #22KB0410468
Insurer: Twin City Fire Insurance Co., NAIC 36056
Term: 10/13/2021-10/13/2022
Aggregate limit \$1,000,000
Each Incident limit \$1,000,000

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Contractual Services Agreement between Alachua County and Powerhouse Recycling Inc No. 13891

Contract No. 13891

ITB No. 24-81

The undersigned, who is authorized on behalf of the Contractor, 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 the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

POWERHOUSE RECYCLING INC.

2869 SE SAINT LUCIE BLVD

STUART, FL 34997

CONTRACTOR

By: 

Print: Brian Beinoravskas

Title: VP of Compliance / Sr. Acct. Exec.

Date: 6-27-23