

**AGREEMENT BETWEEN ALACHUA COUNTY & RECYCLING SERVICES OF AMERICA
FOR OFFICE RECYCLING NO. 14733**

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 RECYCLING SERVICES OF AMERICA, INC., a Florida 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 Invitation to Bid (ITB) 26-46 seeking qualified firms or individuals to provide Annual Office supply recycling; 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 Office recycling, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit "A"** 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.**
 - A. This Agreement is effective commencing October 1, 2025 ("Effective Date") and continues through September 30, 2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional three (3) year term(s) at the same terms and conditions outlined herein.
 - B. In the event the County shall order work under this Agreement to commence under the terms of this Agreement which shall not be scheduled for completion under the Term of the Agreement set herein, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein.
4. **Closeout.** The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement requests and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit "B"**.
5. **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.
6. **Payment.** The County will pay Contractor for all timely and completed Services an amount not to exceed \$100,000.00 per fiscal year (October 1st through September 30th) in the amounts, rates and price adjustments set forth as follows:
- A. The Contractor shall be paid \$9.25 per indoor bin serviced for paper, cardboard, or commingled recyclables.
 - B. The Contractor shall deduct \$30.00 per short ton for paper collected from the County and sold for recycling.
 - C. The index price is that published in the PPI PPW Recovered Paper Price Watch which is published online at <https://www.fastmarkets.com/about-us/people/ppi-pulp-paper-week>
 - D. The price paid for paper collected under this agreement shall be adjusted, up or down, on July 1st and January 1st of each year (the "Adjustment Dates") including the first year) to reflect 50% of the difference between the Index Price current at the time Contractor's bid was received by the County and the latest index price published as of the current Adjustment 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.
 - E. 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 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
ATTN: Waste Collection & Alternatives Assistant Manager
5620 NW 120th Lane,
Gainesville, FL 32653
jkluh@alachuacounty.us

- E. County will process and pay all invoices from Contractor in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:
RECYCLING SERVICES OF AMERICA, INC.
2874 NE 1ST TER
GAINESVILLE, FL 32609
arlene.ingram@recyclingservicesofamerica.com
- F. 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.
- G. 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.
- H. 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.
8. **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 "C"** 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 "C-1"**.
9. **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 by 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.

10. **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.

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

12. **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 "D"**. 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 necessity of amendment to this Agreement:

\$18.00 per hour with qualifying health	\$20.00 per hour without health benefits
benefits amounting to at least \$2.00 per hour	

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. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

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 the allotted time as specifically provided in the notice of default, 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 written notice of termination for convenience to the Contractor. County Manager and his/her designee 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. 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.
- 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 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 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.

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:

RECYCLING SERVICES OF AMERICA
2874 NE 1ST TERR
GAINESVILLE, FL 32609
3523795797

To County:

Solid Waste & Resource Recovery
5620 NW 120th Lane
Gainesville, FL 32653
jklugh@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 a 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.

T. Multiple Awards. The County may, at its sole discretion, enter into agreements with one or more vendors for similar or identical goods or services described herein. No vendor will have an exclusive right to provide any goods or services under this Agreement, unless expressly stated otherwise in writing. The County is not required to purchase any minimum quantity, nor is the County prohibited from obtaining comparable goods or services from other sources at any time.

U. Affidavit of No Coercion Pursuant to §787.06, Florida Statutes.

1. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

2. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Second Amendment as **Exhibit E**.

V. Contracting With Entities of Foreign Countries of Concern Prohibited.

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:

- a. The entity is owned by the government of a foreign country of concern;
- b. The government of a foreign country of concern has a controlling interest in the entity; or
- c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

3. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Second Agreement as **Exhibit F**.

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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: _____

Charles Chestnut, IV, 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: Rodney Ingram _____

Title: President _____

Date: _____

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 A: Scope of Services/Work

1. **GENERAL:** The Contractor shall provide the collection, removal, processing, and marketing, of recyclable paper products including confidential documents and commingled containers to include steel, glass (green, brown, and clear), aluminum, and plastics ((bottles, cans, jars, yogurt cups, butter tubs), produced by the County and its auxiliary organizations.

2. SERVICE SPECIFICS

- 2.1. The bulk of the collected material consists of mixed office papers, old corrugated containers (OCC), and other commingled containers (steel, glass, aluminum and plastic). Significant quantities of clean computer paper, white copy paper, newsprint, and other specific paper products are generated at some sites. Material may include the following:
 - 2.1.1. Mixed Paper - includes unsorted mixtures of recyclable paper products, including varying percentages of white papers, newsprint, colored papers, file stock, junk mail, magazines, journals, kraft bags, old corrugated containers, and other paper products collected in bins.
 - 2.1.2. White Paper - includes copy paper, white ledger grades, computer printout, collected in containers or bins.
 - 2.1.3. Newspaper - includes newspapers collected in containers from library newsrooms and other sources.
 - 2.1.4. Corrugated Cardboard - includes old corrugated shipping containers furnished flattened and separated from other paper grades.
 - 2.1.5. Comingled Containers - includes glass, plastic (bottles, cans, jars, yogurt cups, butter tubs), steel and aluminum, collected commingled, but separate from any paper products.
- 2.2. The Contractor shall remove materials from locations identified in **TABLE 1**. The number of bins listed in **TABLE 1** are *only estimates* and the County reserves the right, in the County's sole discretion, to increase or decrease the quantities.
- 2.3. All Recyclable Material collected from County facilities shall remain the property of Alachua County. The Contractor will be responsible for the processing, disposal and marketing of materials collected.

- 2.4. The Contractor shall provide recycling services as set forth in Table 1, with special collections as needed,. Additionally, the County reserves the option to request services be performed before or after hours and on weekends.
- 2.5. The County makes no guarantee of quantities of any commodities and the County reserves the option to increase/and or decrease quantities, or delete items as required.
- 2.6. The Contractor shall provide, at their own expense, all labor, insurance (where applicable), supervision, machinery plant buildings, trucks and other tools, accessories and things necessary to maintain the standards of collections and disposal set forth herein.
- 2.7. 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.
 - 2.7.1. The following days shall be holidays recognized by the County:
 - 2.7.1.1. New Year's Day (Jan 1)
 - 2.7.1.2. Martin Luther King Day (Monday nearest Jan 15)
 - 2.7.1.3. Memorial Day (last Monday of May)
 - 2.7.1.4. Juneteenth (June 19)
 - 2.7.1.5. Independence Day (July 4)
 - 2.7.1.6. Labor Day (first Monday of Sept)
 - 2.7.1.7. Veterans Day (Nov 11), Thanksgiving Day and day after (4 Thursday of Nov and day following)
 - 2.7.1.8. Christmas Eve and Day (Dec 24 and 25)
 - 2.7.2. Holidays which fall on a weekend shall be honored the closest weekday unless designated otherwise by the County.
- 2.8. In the case of revenue being utilized, all revenues shall be reflected in the total amount invoiced by the Contractor, in accordance with Paragraph 6 above, rather than as a change in the pickup price per bin.
- 2.9. Containers must be sturdy, easily serviceable, and pleasing to the eye.
- 2.10. 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).

- 2.11. The Contractor shall comply with the schedule set forth below, for pickup location, time and frequency, as may be amended in writing by the County.
- 2.12. 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.
- 2.13. 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 that must be approved by both Parties. In this case, the parties will establish an average weight per collection container. Invoices shall be provided detailing this scenario.
- 2.13.1. 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.
- 2.14. The paper collected by the Contractor for recycling may contain sensitive and confidential information. Public disclosure of such information could produce 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 confidential information 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.
- 2.15. 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 and until baling or shredding of the paper products.
- 2.16. 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.
- 2.17. In the event a regularly scheduled pickup is missed, the Contractor shall be responsible for notifying the Alachua County Representative as per the Contract within a 48-hour period. 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.
- 2.18. The County agrees to make available all designated recyclable materials for pickup by the Contractor at the specified locations during normal working hours.
- 2.19. 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.

- 2.20. The County agrees to allow the Contractor to pick up all types of recyclable materials as indicated at locations indicated in **TABLE 1**.
- 2.21. The County reserves the right to add or delete to the list of County facilities listed in **TABLE 1** upon giving the Contractor forty-eight (48) hours written notice.
- 2.22. 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.
- 2.23. 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 email.
- 2.24. Provision of collection containers not currently owned by the County shall be negotiable at the time of contract negotiations. Containers must be sturdy, easily serviceable, and pleasing to the eye.
- 2.25. 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.

TABLE 1: Pickup Locations

Building	Address	Day	Week	Iggy Bins (Paper)	Comingled	96 gal cart (Paper or Comingled)	6-Wheel (Paper/Cardboard)	Alt 3-bin (Paper/Trash/Comingled) Trash bin serviced by county staff
ACLD Headquarters	401 E. University	TH	A/B/C/D	3	1	2	1	
ACLD Millhopper Branch	4209 NW 37th PL	T	B/D			1		
ACLD Tower Road Branch	3020 SW 75th St	M	A/C	2				
Animal Resources & Care	3400 NE 53rd Ave	T	B/D	2	2	1	1	
Civil Courthouse	201 E. University	TH	A/B/C/D	2	6	4	1	
County Admin	21 E. University Ave	F	A/B/C/D	17	9	1	1	3
Court services annex	35 N Main St	F		3	3			
Courthouse Off Site Records	919 SE 5th St	W	B/D	1				
Criminal Courthouse	220 S. Main St	TH	A/B/C/D		3	7		
Day Reporting/Drug Court	249 W. University Ave	TH	A/B/C/D	2	1			
Envionmental Protection	408 W. University Ave	TH	A/B/C/D	2	2			
EOC	2621 SE Hawthorne Rd	W	A/B/C/D	6	3			
Facilities Maintenance	6125 NW 18th Dr.	T	A/C	4	1		1	
Fire Rescue Headquarters	913 SE 5th St	W	A/B/C/D	4	1			
Fire Station #21	15040 NW US 441, Alachua	T	C			2		
Fire Station #23	1600 Fort Clarke Blvd	M	B			1		
Fire Station #24	3509 NW 143rd St	T	A/C			1		
Fire Station #30	931 SE 5th St	W	B/D			1		
Fire Station #33	5901 NW 34th Blvd	T	A/C			2		
Fire Station #36	2000 SW 43rd St	F	B/D			1		
Fire Station #60	1320 SE 43rd St	W	C			1		
Fire Station #81	7000 SW 88th St	M	A			1		
Growth Management	10 SW 2nd Ave	TH	A/B/C/D	6	2			
Guardian Ad Litem	14 SW Main St	TH	A/C		1			
Health Dept	224 SE 24th St	W	A/B/C/D	7	6			
Housing Dept	703 NE 1st St	TH	B/D	1				
IFAS Extension	22712 W. Newberry Rd	M	A	1	2			
ITS	26 E. University Ave	TH	A/B/C/D	4	2		1	
Jail	3333 NE 39th Ave	T/F	A/B/C/D				6	
Josiah T Walls Bldg	515 N. Main St	M	A/B/C/D	9	7			3
Metamorphosis Ctr	4200 SW 21st Pl	F	A/B/C/D				1	
Public Defender	35 N. Main St	TH	A/B/C/D	2	4			1
Public Works Hague	5620 NW 120th Ln, Hague	T	A/C	5	4			
State Attorney's Office	120 W. University Ave	TH	B/D	4				1
Tax Collector Butler	3207 SW 35h Blvd	M	B/D		1	1		1
Tax Collector North	5801 NW 34th St	T	A/C	1	1			
Tourist Information	33 N. Main St	F	A/B/C/D	1	1			

	Owned by the County
	Provided by Contractor

Exhibit B: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14733 – #14733 ITB 26-46 Office supply recycling

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

Exhibit C: Insurance Requirements

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

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

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

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

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

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

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

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

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

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

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on

behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. 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

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day 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 agreement (original if contract is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of 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

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Exhibit C-1: Certificate of Insurance

Exhibit D: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #14733 ITB 26-46 Office supply recycling

Contract No. 14733

ITB No. 26-46

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.

RECYCLING SERVICES OF AMERICA

2874 NE 1ST TERR

GAINESVILLE, FL 32609

3523795797

{---Email Address---}

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

Exhibit E: No Coercion Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____[insert full legal name of the person providing this affidavit], as
_____[insert corporate title of the person providing this affidavit] of the
RECYCLING SERVICES OF AMERICA, INC., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the RECYCLING SERVICES OF AMERICA, INC.
3. I attest and affirm that RECYCLING SERVICES OF AMERICA, INC. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed

Exhibit F: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, _____[insert full legal name of the person providing this affidavit], as
_____[insert corporate title of the person providing this affidavit] of the
RECYCLING SERVICES OF AMERICA, INC., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of RECYCLING SERVICES OF AMERICA, INC.

3. I attest and affirm that the following is true and correct: _

a. RECYCLING SERVICES OF AMERICA, INC. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in RECYCLING SERVICES OF AMERICA, INC.

c. RECYCLING SERVICES OF AMERICA, INC. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed