

REQUEST FOR PROPOSALS
No. 25-R087290SB
RECYCLING PROCESSING
SERVICES
APRIL 30, 2025

Manatee County BCC
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
REQUEST FOR PROPOSALS No. 25-R087290SB
RECYCLING PROCESSING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Recycling Processing Services for materials designated as Program Recyclables from the County's residential and municipal collection streams, as specified in this Request for Proposals.

DATE, TIME, AND PLACE DUE

The Due Date and Time for submission of Proposals in response to this RFP is **June 5, 2025 at 2:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE

There is no Solicitation Information Conference for this Request for Proposals.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **May 15, 2025 at 2:00 P.M. ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Stacia Branco, Procurement Manager, Non-Construction

(941) 749-3041, Fax (941) 749-3034

Email: stacia.branco@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership, or corporation.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference scheduled for this Request for Proposal.

A.02 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **June 5, 2025 at 2:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF PROPOSALS

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the proposal opening.

A.04 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe

Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file. Do not** submit electronic format proposal with separate files for each TAB section. **Do not** password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the “ORIGINAL”.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 25-R087290SB, Recycling Processing Services, Proposer’s name, and Proposer’s address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, 7th Floor, Suite 705
Bradenton, FL 34205

A.05 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with TABS in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address, and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software. At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party’s website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the 'Planholders' link.

All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum.

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Purchasing Official.

A.12 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with, or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Purchasing Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase

order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial

statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including

one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies

and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

- b. Upon request from the public agency's custodian of public records, provide the public agency 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 Statutes, Chapter 119, or as otherwise provided by law.
- c. 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 contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845

EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

ATTN: RECORDS MANAGER

1112 MANATEE AVENUE WEST

BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal

are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are ‘**trade secrets**’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer must offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials. Proposer shall indemnify and hold County, and its officials, employees, agents, and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>. Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.33 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the

required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

A.34 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 PROJECTED SOLICITATION SCHEDULE

The following projected solicitation schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > *Business* > *Bids &*

Proposals) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference has been scheduled for this solicitation.	N/A
Question and Clarification Deadline	May 15, 2025 at 2:00 P.M., ET
Proposal Due Date and Time	June 5, 2025 at 2:00 P.M., ET
Technical Evaluation Meeting	TBD
Interviews/Presentations, if conducted	TBD
Final Technical Evaluation	TBD
Projected Award	October/2025

The purpose of the Solicitation Schedule is to provide a projected timeline of solicitation events. The County reserves the right to modify or change any of the projected dates and times.

END SECTION A

SECTION B, EVALUATION OF PROPOSALS

B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Score
Proposer & Team's Experience - Tab 6	20
Approach - Tab 7	20
Capacity - Tab 8	20
Fee Proposal - Tab 9	40

B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a

reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

B.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-score the Proposers.

B.05 SCORING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein.
- b. Short list Proposers to be further considered in written or oral interview/presentation/product demonstrations.
- c. Recommend commencement of negotiations to the Purchasing Official.
- d. Reject all proposals received and cancel the Request for Proposal.
- e. Receive written clarification of proposal.

END SECTION B

SECTION C, NEGOTIATION OF THE AGREEMENT

C.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

C.02 NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

C.03 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies, and procedures.

C.04 AGREEMENT

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be for a period of three (3) years, with the option to extend for up to two (2) additional terms: the first extension term for an additional three (3) years, and the second extension term for an additional two (2) years.

C.05 AWARD

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Purchasing Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

END SECTION C

FORM 1 - ACKNOWLEDGMENT OF ADDENDA
RFP No. 25-R087290SB

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Website Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official and Date

Return this fully executed form with your Proposal.

FORM 2 - PROPOSAL SIGNATURE FORM
RFP No. 25-R087290SB

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFP as Exhibit 4, Sample Agreement. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer Date

Return this fully executed form with your Proposal.

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION
RFP No. 25-R087290SB**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE
SECTION 2-26 ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by _____
_____ [print individual's name and title]

for _____
_____ [name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:

I, the undersigned, understand that no person or entity shall be awarded or receive a County
contract for public improvements, procurement of goods or services (including
professional services) or a county lease, franchise, concession, or management agreement,
or shall receive a grant of County monies unless such person or entity has submitted a
written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of
Manatee County, the State of Florida, or any other public entity, including, but not limited
to the Government of the United States, any state, or any local government authority in the
United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Proposers or prospective Proposers
in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, as determined by the
County, reflects negatively upon the ability of the person or entity to conduct business in a
responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above,
which is a matter of record, but has not been prosecuted for such conduct, or has made an
admission of guilt of such conduct, which is a matter of record, pursuant to formal
prosecution. An admission of guilt shall be construed to include a plea of nolo contendere;
or

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____
by _____.

☐ Personally known OR ☐ Produced the following identification.

[Type of identification]

Notary Public Signature

My commission expires: _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

Return this fully executed form with your Proposal.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM
RFP No. 25-R087290SB

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT
RFP No. 25-R087290SB

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:
RFP No.: _____ Title: _____
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.
Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____
20__, by _____, who is personally known to me OR has produced _____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission Number: _____

Expires on: _____

SEAL

Return this fully executed form with your Proposal.

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE
RFP No. 25-R087290SB

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

Return this fully executed form with your Proposal.

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION
RFP No. 25-R087290SB

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer's Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____
certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List
or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

Return this fully executed form with your Proposal.

FORM 8, INSURANCE REQUIREMENTS
RFP No. 25-R087290SB

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

☒ **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

☒ **Employer’s Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- ☒ Worker's Compensation Insurance
- ☐ **US Longshoremen & Harbor Workers Act**
- ☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ Bodily Injury and Property Damage Each Occurrence
- \$ General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☒ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☒ ***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☒ ***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☒ ***Disposal***

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☒ **Hazardous Waste Transportation Insurance**

Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

BOND REQUIREMENTS

☐ **Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer'S insurance coverage shall be primary insurance with respect to 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 Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the COUNTY.

II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the Successful Proposer agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The Successful Proposer further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The Successful Proposer further agrees that in case the Successful Proposer fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a Successful Proposer, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of

this Agreement with the premiums paid by the Successful Proposer. Failure of the Successful Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible Successful Proposer or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the Successful Proposer of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

FORM 8, INSURANCE STATEMENT
RFP No. 25-R087290SB

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFP within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this fully executed form with your Proposal.

FORM 9, INDEMNITY AND HOLD HARMLESS
RFP No. 25-R087290SB

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Proposer: _____

Title and Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ [FULL LEGAL NAME],
who is

☐ Personally known to me

OR

☐ has produced _____ as identification.

Notary Signature _____

Print Name _____

SEAL

Return this fully executed form with your Proposal.

FORM 10, ANTI-HUMAN TRAFFICKING AFFIDAVIT

RFP No. 25-R087290SB

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared _____,
who was sworn and says that the following information is true and correct:

1. My name is _____ of _____. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2025, by _____, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

Return this fully executed form with your Proposal.

EXHIBIT 1, SCOPE OF SERVICES

RFP No. 25-R087290SB

1.01 PURPOSE AND OBJECTIVES

The purpose of this Request for Proposals is to acquire a qualified vendor or vendors (hereinafter in this Scope referred to as “Contractor(s)”) with requisite experience, to provide Manatee County (hereinafter in this Scope referred to as “County”) with Recycling Processing Services that, at a minimum, provide for receiving, processing and marketing all Program Recyclables delivered to the Contractor(s) by the authorized collectors of the County. It is the County’s intent that the following objectives are accomplished as a result of any final agreement with Contractor(s):

- Maximize the financial benefit to the County from the sale of recovered materials.
- Maximize the amount of recovered materials produced from the County’s Program Recyclables.
- Maximize reliability and quality of service.
- Support County recycling public education, community outreach, and other activities.
- Form a cooperative partnership with the Contractor(s) to maximize the impact of public outreach and education on the quantity and quality of Program Recyclables.

These objectives form the basis of the County’s criteria for evaluating all components to Proposer’s proposals.

1.02 BACKGROUND

The County entered amended and restated contracts for franchise collection and transport for curbside residential solid waste, Program Recyclables, yard trash and special/bulk waste that will become effective October 1, 2025. Under these updated contracts, the County will retain ownership of collected Program Recyclables and will enter separate agreements with Contractor(s) for receiving, processing, and marketing all the materials to include those collected in both the curbside and drop-off systems.

Curbside residential collection service is provided to all single family and multi-family residential buildings. The table below presents the estimated number of residential recycling units.

Estimated Curbside Residential Recycling Units	
173,658	

In addition, the County hosts eight (8) drop-off centers. The table below provides historic data on curbside and drop-off recycling tonnages in the County for the previous four (4) fiscal years.

Year	Total Tons of Recyclables	Service Area 1 Tons	Service Area 2 Tons
FY2020-21	24,398.55	10,426.28	13,972.27
FY2021-22	24,024.00	10,565.39	13,458.61
FY2022-23	24,966.69	10,830.74	14,135.95
FY2023-24	27,400.49	11,160.39	16,240.10

In December 2022, the County conducted a recycling composition study. The table below provides study results. This material composition shall be the basis for Contractor(s) financial proposals, and final Agreements between the County and Contractor(s).

Recyclable Type	Percent of Total Collected
Mixed Paper	14.7%
Sorted Residential Papers	7.6%
Corrugated Cardboard	29.5%
Plastic - PET	5.2%
Plastic - Natural HDPE	1.5%
Plastic - Colored HDPE	1.7%
Plastic - PP	0.6%
Plastic - Commingled	1.7%
Plastic - Mixed Rigid Plastics	1.4%
Steel Cans	1.4%
Aluminum Cans	1.9%
Scrap Metal	1.7%
Glass - Mixed	10.9%
Contamination	20.2%
Total	100.0%

Note: Currently, the processing and marketing of Program Recyclables is integrated into franchise hauler collection contracts and the selection of the processing facility is the sole responsibility of contracted haulers. A new Recycling Composition Study will be conducted by a third-party after the commencement of new collection services (October 1, 2025) under the updated agreements with franchise haulers. Results will be used to update average market value calculations for payment as further described in Exhibit 2, Tab 9.

1.03 SCOPE OF WORK

The Contractor(s) shall operate and maintain a turnkey, year-round recycling processing facility where all or a portion of the County's designated Program Recyclables will be accepted. The final percentage of recyclables to be guaranteed to Contractor(s) will be dependent upon the County's selected option based upon received proposals. Responsive proposals must include pricing for both options as outlined in Exhibit 2, Tab 9. Material collection and transport to the facility will be managed by the County through separate vendor contracts with authorized collectors. The table below presents the two (2) options being evaluated in this RFP.

Option	Description
Option 1	<p>ONE AWARD: Contractor shall process one hundred percent (100%) of County Program Recyclables accepted at the Material Recovery Facility (MRF) and produce Recovered Materials.</p> <p>This shall encompass all Program Recyclables collected in both Service Area 1 and Service Area 2.</p>
Option 2	<p>TWO AWARDS: Contractors shall process a portion of County Program Recyclables accepted at the Material Recovery Facility (MRF) from either Service Area 1 or Service Area 2 and produce Recovered Materials.</p> <p>Awards shall be determined by County based on the best interest of County.</p>

Successful Contractor(s) shall furnish all equipment, labor, materials, supplies, licensing, and other components necessary to meet the requirements identified below and in Exhibit 4, Sample Agreement.

1.04 CONTRACT TERM

The initial term of the Agreement shall be for a period of three (3) years beginning on the Commencement Date of October 1, 2025. The parties may mutually agree to extend the Agreement at the same prices, terms, and conditions, including amendments, for up to two (2) additional terms. The first extension shall be for a period of three (3) years. The second extension shall be for a period of two (2) years.

1.05 CONTRACTOR RESPONSIBILITIES

The Contractor(s) will be responsible for all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with laws and regulation, and other services necessary to meet its obligations to the County. Any and all associated costs with accepting and processing recyclables, as well as the marketing and transporting of Recovered Materials derived therefrom, shall be the responsibility of the Contractor(s). Contractor(s) shall be required to provide the following:

A. Facility Location:

The location for receiving recyclables shall be a Material Recovery Facility (MRF) with a location that shall not exceed a 20-mile radius from the County Landfill located at 3333 Lena Road, Bradenton, Florida.

B. Facility Requirements:

1. Contractor(s) shall receive and process all Program Recyclables and Recovered Materials in an enclosed and controlled building so that release of materials or litter from the building and site is prevented.

2. Contractor(s) shall protect recyclables from degradation due to weather exposure, vandalism, or other factors.
3. Contractor(s) shall be responsible for security of the facility and shall maintain adequate protective security which, at a minimum, shall include the use of security lighting and the locking of all access gates and building entrances as appropriate.
4. The storage of all unprocessed and processed recyclables shall be under one roof. Any outdoor storage of recyclables shall be in enclosed and covered containers.
5. Any outdoor storage of Program Recyclables shall be processed within forty-eight (48) hours from receipt, and within seventy-two (72) hours following delivery on a Saturday or after a holiday.
6. All recyclables shall be tipped inside receiving bays. No recyclables shall be tipped outside the receiving bays.
7. The designated facility shall be equipped with adequately sized legal-for-trade truck scales calibrated by Florida Department of Transportation (FDOT) standards and computerized record keeping systems for weighing and recording all incoming and outgoing delivery vehicles carrying recyclable materials. The Contractor(s) may use tare weights, but all tare weights must be recalibrated at least every sixty calendar days.
8. The Contractor shall pick up all litter (including any glass spillage) that blows or falls from the facility onto the facility site or adjoining surrounding property by the end of each workday or by the end of the first shift if multiple shifts are conducted. First shift shall be defined as 7:00 am to 5:00 pm each workday. All on-site parking areas and roadways shall be swept at least once per month.
9. The facility shall be maintained and operated to prevent nuisances, including but not limited to noise and the escape of dust and odors. Contractor(s) shall routinely clean the tip floor as well as the processing and storage areas.
10. All landscaping at the facility must be maintained by the Contractor(s) and be in good condition to maintain the aesthetic quality of the facility.

C. Facility Manager and Contractor(s)' Representative:

Prior to the Commencement Date, the Contractor(s) shall provide the County with the name, title, and contact information for the Facility Manager and Contractor(s)' Representative. The Facility Manager shall be the primary point of contact for all technical and operational matters pertaining to the Agreement. The Facility Manager shall be responsible for overseeing and implementing the Contractor(s)' performance under this Agreement. The Contractor(s)' Representative shall be the primary point of contact for all administrative and financial matters pertaining to the Agreement. A single person may serve in both capacities as Facility Manager and Contractor(s)' Representative. Should there be reasonable cause, the County reserves the right to disapprove and request removal of the Facility Manager or Contractor(s)' Representative. Contractor(s) shall also designate a secondary Representative to serve as a backup in the event the primary Representative is unavailable. Notification of any change to the designated Representative must be submitted in writing to County within fourteen (14) days of change.

D. Operations and Maintenance Plan:

Prior to the Commencement Date, Contractor(s) shall provide an Operations and Maintenance Plan (O&M Plan) to the County that has been approved by the County's Representative. The Contractor(s) shall submit a draft O&M Plan at least thirty (30) days prior to the Commencement Date. The County's Representative shall have fifteen (15) days from receipt of the draft O&M Plan to respond to Contractor(s) with approval or with comments as to items that need to be revised.

The O&M Plan shall include a description of all activities to be undertaken by Contractor(s) to operate the MRF pursuant to the Agreement. The O&M Plan shall include, at a minimum the following information:

- Facility Contacts: Name and contact information for responsible personnel and emergency contacts.
- Operational Procedures: Traffic control, receiving and load inspection procedures, load rejection procedures, and Reject disposal procedures.
- Organization and Staffing Plan: Organizational chart, job descriptions for each position, staffing requirements for all positions.
- Contingency Plan: Contingency procedures in the event that Recyclables cannot be delivered to or processed at the MRF.
- Reporting Procedures: Sample reports and forms.

Contractor(s) shall maintain an up-to-date version of the O&M Plan approved by the County throughout the term of the Agreement. All revisions and updates must be approved by the County Representative. The County's Representative shall have seven (7) days to review and respond to Contractor(s) regarding approval or comments on changes or revisions made to the O&M Plan. This O&M Plan shall be readily available at the MRF for review by the County.

E. Contingency Plan:

The O&M Plan shall include a Contingency Plan describing in detail how Contractor(s) plans to respond to planned and unplanned Shutdowns. The contingency plan shall ensure that delivery of County Recyclables is not interrupted.

Should a Shutdown be imminent, Contractor(s) shall immediately notify the County's Representative as to the reason for the Shutdown, what services Contractor(s) is unable to provide, contingency procedures that have been/will be implemented, and the timeline anticipated to resume regular operations. The location for receiving County Recyclables shall conform to the facility requirements of the Agreement.

Contractor(s) shall be responsible for any costs incurred for transport to and processing at an alternative facility. In the event Contractor(s) cannot accept Recyclables for any reason for a period of seven (7) Days, except in the case of force majeure, the County shall have the right to terminate this Agreement.

F. Facility Acceptance of Recyclable Materials:

A detailed list of the County's current Program Recyclables (accepted recycling materials) is provided in Exhibit 3. The County reserves the right to add or remove items from this list, upon mutual written agreement with the Contractor(s).

Contractor(s) shall weigh each load of Recyclables upon delivery and provide a weigh slip to driver of the vehicle prior to its departure from the MRF that provides the following minimum details:

- Date of receipt.
- Name of authorized collector delivering materials.
- Identification number of County's authorized collector delivery vehicle.
- Identification number of County's authorized collector collection route.
- The full weight, tare weight and net weight.
- Time weighed in and time weighed out (or departing the site).

The Contractor(s) may accept recyclables from non-authorized collectors of the County, providing acceptance of such materials does not impede the Contractor(s)' ability to accept and process the Program Recyclables delivered on behalf of the County under this scope of services. Contractor(s) shall give the County priority consideration in weighing and off-loading operations.

The daily average vehicle turnaround time for authorized collectors of the County at the designated facility from arrival to exit shall not exceed thirty (30) minutes. Delays caused by equipment failure or another delivery vehicle and not due to negligence of the Contractor(s), shall not be included in the turn-around time computation.

Facility must be capable of accepting delivery of recyclables from all types of delivery vehicles including, but not limited to, front load packer trucks, roll-off trucks, tractor trailer transfer vehicles, automated side loaders, and other rear-discharging tilt-bed collection vehicles.

G. Load Rejection Procedures:

Contractor(s) shall have the right to reject loads of recyclables that are reasonably suspected to contain more than twenty-five percent (25%) of the load by weight of Contamination, subject to the approval of the County. If Contractor(s) intends to reject a load of Recyclables, Contractor(s) shall comply with the following procedures:

1. The Facility Manager shall immediately isolate the load and notify the County Representative, document the occurrence of such event by digital photograph or videotape, and allow the County to inspect the load where such inspection shall not unduly impede or interfere with the operation of the designated facility.
2. The Facility Manager and the County Representative must mutually agree that the amount of contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
3. If the Facility Manager and the County Representative choose to reject the load, the Contractor(s) shall combine the load with rejects. The County shall reimburse the Contractor(s) for all reasonable expense for transfer and disposal of said load.

4. If the County Representative does not concur that the load contains more than twenty-five percent (25%) Contamination by weight, then the Contractor(s) must demonstrate to the County, in a manner acceptable to County, and in the presence of the County Representative, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) contamination by weight, Contractor(s) shall process the load and compensate the County for the total weight of the load. If the load does contain more than twenty-five percent (25%) Contamination by weight, then the Contractor(s) may reject the load and combine the load with Rejects. The County shall reimburse the Contractor(s) for all reasonable expense for transfer and disposal of said load.

In the event the procedures outlined above are not followed, Contractor(s) shall compensate the County for the total weight of the load.

H. Processing and Marketing of Recyclables:

Contractor(s) shall process all Program Recyclables accepted at the MRF and produce Recovered Materials. Contractor(s) shall comply with the following procedures:

1. Loose, unsorted recyclables shall be processed within forty-eight (48) hours from receipt and within seventy-two (72) hours following delivery on a Saturday or after a Holiday. The County may choose, but is not obligated to, waive the requirement due to extenuating circumstances that may include a shutdown.
2. The Contractor(s) shall process all program recyclables accepted at the designated facility and bear all costs associated with the transportation of program recyclables between the designated facilities and to recovered materials markets.
3. The design of the designated facility shall incorporate material processing systems capable of receiving and processing recyclables to achieve the maximum product recovery rates.
4. The Contractor(s) shall market all Recovered Materials derived from program recyclables delivered on behalf of the County during the Agreement term, regardless of fluctuations in prices paid for the commodities and shall, upon request of County, provide evidence that Recovered Materials have been used or marketed for use for legitimate recycling purposes (e.g., reuse, repurpose, use in manufacture of a new product). Under no circumstance shall Contractor(s) landfill, burn, or convert for burning Recovered Materials.
5. Contractor(s) shall not store or warehouse materials in violation of health and safety standards and shall conform to all local and state public health and environmental regulations.

I. Recycling Guarantee

The County requires a guarantee of a minimum of a seventy percent (70%) recovery rate of Recovered Materials that includes contaminants received as Inbound tonnage. **Note:** Proposals will be evaluated on meeting this minimum recovery rate and Contractor(s)' proposed percentage guarantee of Recovered Materials as further explained in Exhibit 2, Tab 7 Approach to Services.

J. Rejects Disposal

Contractor(s) shall weigh, store, and deliver Rejects from inbound County loads to the County Landfill located at 3333 Lena Road, Bradenton, Florida and shall pay the gate rate for disposal of Solid Waste. The Contractor(s) is responsible for all costs associated with transporting and disposing of non-recyclable materials, including rejects and residue generated at the MRF.

K. Scheduled Receiving Hours

Contractor(s) shall be capable of receiving and weighing Recyclables Monday through Friday from 5:00 am to 7:00 pm. Recyclables shall be accepted during the same hours on Saturday at the County's sole option when: (1) a County Holiday falls on a weekday (Monday through Friday) or (2) a special event or other circumstance (as determined by the County) occurs on or before Saturday which requires the delivery of Recyclables to Contractor on a Saturday.

In exercising its option to deliver Recyclables on a Saturday, the County shall notify Contractor in writing before 4:00 pm of the Thursday preceding that Saturday. This may occur during high seasonal fluctuations, periods surrounding a potentially declared emergency, large-scale community events, and/or any transition between the County's authorized collectors. Temporary extended hours shall be solely at the County's discretion.

Facilities will not be required to be open on the following County observed Holidays: New Years Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

No reductions in scheduled receiving hours shall be made without the prior written approval of the County Administrator.

L. Compliance with Laws and Regulations

Should Contractor(s) receive a notice of a permit or regulation violation, Contractor(s) shall report the violation to the County's Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

1.06 RECORD KEEPING AND REPORTING

Contractor(s) shall maintain daily records detailing the information provided on each weigh slip for loads of Program Recyclables. Inbound loads delivered by the County's authorized collectors from residential routes, shall be weighed, recorded, and tabulated separately from County commercial customers, as well as from other users of Contractor(s) facility, such as outside jurisdictions. Daily records shall be immediately available to the County, upon request.

All reporting procedures as identified in Contractor(s) submitted O&M Plan and approved by the County's Representative shall be followed. Reporting procedures shall include, at a minimum, the following and shall adhere to all agreed upon report forms and formats.

A. Monthly Reports:

Contractor(s) shall submit Monthly Reports to the County in a format approved by the County, no later than the 15th day following the end of each calendar month. The report shall contain:

1. Documentation of daily and total monthly tons of Program Recyclables delivered to the MRF.
2. Documentation of daily and total monthly tons of Rejects derived from Program Recyclables.
3. Documentation of rejected loads, including date and weights for each load (i.e., pictures and/or videos).
4. Calculation of the AMV, difference between the Processing Fee and AMV, and Revenue Share per ton.
5. Calculation of the total payment for Program Recyclables due to the County or Contractor(s) determined in accordance with the compensation requirement of the Agreement.
6. Calculation of Liquidated Damages, rejected load payments, interest on overdue payments or proration determined in accordance with the compensation requirements of the agreement.
7. The report shall also contain other reasonably requested information, as requested by the County.

B. Annual Reports:

Contractor(s) shall submit Annual Reports to the County no later than October 31st of each year for the previous fiscal year. The report shall contain:

1. Descriptions of capital and operational improvements made at the MRF.
2. Documentation of monthly and total tons of Program Recyclables delivered to the MRF.
3. Documentation of monthly and total tons of Rejects derived from Program Recyclables delivered to the MRF.
4. Documentation of monthly and total tons of rejected loads.
5. Documentaiton of monthly and total payments made to the County and made to the Contractor.
6. Documentaiton of Liquidated Damages, interest on overdue payments, and proration.
7. Insurance certificate, if applicable on annual basis.
8. The report shall also contain other reasonably requested information, as requested by the County.

1.07 PILOT PROGRAMS

The County may require Contractor(s) to participate in pilot programs that temporarily alter one or more provisions of the Agreement. The County and Contractor(s) will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations, and potential compensation for Contractor(s)' participation in a pilot program.

1.08 COMMUNITY EDUCATION AND SERVICES

Contractor(s) shall support the County's educational efforts by participating in up to twelve (12) public events annually in collaboration with the County and it shall provide camera-ready public education materials regarding the MRF to be mutually agreed upon and approved by the County.

Contractor(s) shall provide up to four (4) guided tours per month of the MRF. With limited exceptions, the tours shall not include more than twenty-five (25) attendees or exceed one (1) hour in length and shall be conducted while the facility is in operation. Prior to scheduling facility tours, the County shall work with Contractor(s) to establish parameters for the tour to include, but not be limited to, the size of the group, time of day for tour, tour logistics for safety and minimization of disruption for operations.

1.09 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

Contractor shall comply with all applicable federal, state, county, and local laws and regulations. Compliance requirements include but are not limited to:

1. Service requirements set forth by the County.
2. The Contractor shall comply with all Applicable Laws, regulations, permits and similar requirements, including all requirements concerning health and safety, noise, odors, effluent, and emissions.
3. Americans With Disabilities Act of 1990 (ADA).
4. Title VI of the Civil Rights Act of 1964 (Title VI).
5. Follow established Drug and Alcohol Workplace policies and testing.
6. Contractor shall comply with all Safety and Security regulations of the Florida Department of Transportation (FDOT), DHS, Occupational Health and Safety Administration (OSHA), and others.

1.10 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Consultant shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS

RFP No. 25-R087290SB

This section identifies specific information which must be contained within the Proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFP and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate proposals are not requested or desired.

2.02 PROPOSAL FORMAT

A. FORMAT

For more information regarding submission of Proposals, refer to the Request for Proposals, Section A.04, Submission of Proposals.

B. TAB 1 - INTRODUCTION

In Tab 1, include the following:

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
3. A table of contents.

C. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2, submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Proposer must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer is not listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found on the SBAFLA website.

No documentation is required. The County will verify.

3. Proposer is not on the Florida Department of Management Services Suspended, Debarred, and Convicted Vendor Lists.

No documentation is required. The County will verify.

4. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS).

No documentation is required. The County will verify.

5. Proposer is not on the Florida Department of Transportation Contractor Suspended List.

No documentation is required. The County will verify.

6. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes, or environmental law in the past five (5) years.

Proposer must complete Form 3 and submit with its Proposal attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

7. If Proposer is submitting as a joint venture, Proposer must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time for submission of Proposals in response to this RFP.

If Proposer is a joint venture, Proposer must provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

8. Proposer has no reported conflict of interests in relation to this RFP.

If no conflicts of interests are present, Proposer must submit a fully completed copy of 4.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.

D. TAB 3 – FORMS

In Tab 3, provide the completed and executed Forms listed below.

Form 1, Acknowledgement of Addenda

Form 2, Proposal Signature Form

Form 3, Public Contracting and Environmental Crimes Certification

Form 4, Conflict of Interest Disclosure Form

Form 5, Non-Collusion Affidavit

Form 6, Truth-in Negotiation Certification
Form 7, Scrutinized Company Certification
Form 8, Insurance Statement
Form 9, Indemnity and Hold Harmless
Form 10, Anti-Human Trafficking Affidavit

E. TAB 4 – TRADE SECRETS

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed.

NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.

Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. **NOTE:** Responses cannot be designated as ‘Proprietary’ or ‘Confidential’ in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall provide a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

F. TAB 5 – PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer’s company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer’s W-9.
6. Contact information for Proposer’s corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties.
 - a. Address
 - b. County, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
9. Contact information for Proposer’s primary and secondary representatives during this RFP process to include the following information:

- a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. County, State, Zip
10. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three (3) years.
 11. Provide details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
 12. Detail Proposer's accessibility under Section 508 of the Rehabilitation Act strategies and processes as follows:
 - a. Detail Proposer's strategies and approach to meeting the ADA accessibility compliance standards of Section 508 and/or WCAG 2.0 AA for all documents to be submitted under the Agreement.
 - b. Briefly describe Proposer's ADA accessibility conformance testing process.

G. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE (MAXIMUM POINTS - 20)

In Tab 6, provide details of Proposer and its team's experience to include the following:

1. Provide a summary of Proposer's background, size, and years of MRF operating experience in Florida, the Southeast, and the United States.
2. Provide the number of years of experience marketing Recovered Materials in the Southeast.
3. Include a resume of the Facility Manager demonstrating a minimum of five (5) years' operating a MRF managing residential single stream recyclables and other key staff to be assigned roles under an Agreement. Resume should include any professional credentials (e.g., certifications and/or licenses).
4. Outline Proposer's prior experience providing comparable services to public jurisdictions for comparable quantities of recyclables in the past five (5) years. Provide a minimum of three references with detailed contact information.
5. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of the services for the County.
6. Provide a list of agreements where Proposer was not renewed in the past five (5) years and provide a narrative regarding the circumstances for termination or non-renewal.
7. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
8. Provide any additional information that would assist the County in the evaluation of Proposer and team's experience.

H. TAB 7 – APPROACH (MAXIMUM POINTS – 20)

In Tab 7, provide Proposer's project approach to include the following:

1. A detailed narrative describing the services to be provided in accordance with Exhibit 1, Scope of Service an explanation of how this approach meets County objectives and requirements as specified in this RFP.
2. Demonstrated capacity to receive and process Program Recyclables. If the approach to processing materials varies between the two options identified in Exhibit 1, please provide detail on how and where materials will be processed.
3. Scheduled expansions, improvements, upgrades, or replacements.
4. Approach to be utilized to market Recovered Materials.
5. Description of operating procedures.
6. Detailed Contingency Plan to ensure uninterrupted delivery of Program Recyclables.
7. Ability to accommodate additional recyclable materials due to population growth and improved performance of the County's Recycling Program.
8. Sentence identifying Proposer's Recycling Guarantee. Recycling Guarantee shall be the performance standard Proposer will meet during the term of the contract and shall be the average monthly percentage of Recovered Materials obtained from Inbound Program Recyclables. Recycling Guarantee must meet or exceed seventy percent (70%) requirement. Description of methods for meeting performance standard identified.

Note: County seeks Proposer with high performance and will consider Proposer's Recycling Guarantee percentage in the scoring of Tab 7. Proposer's with detailed methodology for meeting a Recycling Guarantee that exceeds the seventy percent (70%) requirement will be favored.

9. Provide any additional information that would assist County in the evaluation of Proposer's approach to provide the required services.

I. TAB 8 - CAPACITY (MAXIMUM POINTS - 20)

In Tab 8, provide Proposer's capacity to include the following:

1. Location of tip area for County's authorized collector's vehicles to prove accessibility.
2. Documentation demonstrating regulatory compliance.
3. Documentation verifying the County's Program Recyclables is a list of acceptable materials for processing at the facility.
4. Recent facility expansions, improvements, upgrades, or replacements.
5. History of violations or consent orders and outstanding compliance issues.
6. History of prior civil actions, losses of service contracts, bid bond claims, and performance bond claims related to MRF services.
7. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
8. Provide an explanation, in general terms, of Proposer's financial capacity to perform the scope of services. This shall include any prior history of bankruptcy.
9. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their

- respective roles, responsibilities, and levels of participation in the project.
10. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
 11. Provide details of Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six (6) months.
 12. Provide any additional information that would assist the County in the evaluation of Proposer's capacity to provide the required services.

J. TAB 9 – FEE PROPOSAL (MAXIMUM POINTS - 40)

In Tab 9, Proposer shall review and thoroughly understand the methodology for calculating compensation in accordance with the requirements of the Sample Agreement and as provided below. This includes thoroughly reviewing and understanding the sample Average Market Value (AMV) of Program Recyclables and sample compensation calculations.

Price Form Requirements:

Proposals must include the following language (cut and paste), completing all highlighted areas:

For the County's Program Recyclables delivered to the facility located at:

[address]

[Proposer's name] agrees to the following terms for compensation:

Processing Fee	\$100 per ton
Average Market Value	As defined in Tab 9 and Exhibit 4. Sample Agreement
Option 1: ONE AWARD Percent Revenue Share (100% of Program Recyclables from both Service Areas 1 and 2.)	[to be proposed by Proposer]
Option 2: TWO AWARDS Percent Revenue Share (Program Recyclables from Service Area 1 or 2.)	[to be proposed by Proposer]

Notes:

- (1) Revenue Share shall occur when the Total AMV Calculation of Recyclables exceeds the Processing Fee.
- (2) The Processing Fee shall be adjusted annually on the anniversary of the Commencement Date based on the CPI Adjustment procedure defined in the Sample Agreement.

Average Market Value and Compensation

Proposer acknowledges and accepts the following:

Material Percentages: The material percentages used for calculating the AMV are based on a recyclables composition study of the County's Program Recyclables as delivered to a processing facility in early December 2022. The material percentages in the AMV do not attempt to estimate Residue, which includes Program Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

Composition of Program Recyclables: The material percentages stated in the table located in the section below (Calculation of AMV) and in Exhibit 4, Sample Agreement shall be the basis for calculating the AMV and Revenue Share in accordance with the terms outlined in the Sample Agreement.

Calculation of AMV: Contractor shall calculate the AMV of Program Recyclables each month. The AMV is defined as the sum of the RecyclingMarkets.net Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made. For illustrative purposes, the table below calculates the AMV based on the commodity prices posted in January 2025.

Sample AMV Calculation of Recyclables Table

Material	Index Description	Index Value (Jan 2025)	Index Value (Jan 2025) (\$/ton)	Material %	AMV (\$/ton)
Mixed Paper	PS 54 Mixed Paper (MP) (\$/ton)	\$52.50/ton	\$52.50	14.7%	\$7.72
Sorted Residential Papers	PS 56 Sorted Residential Papers (SRNP) (\$/ton)	\$67.50/ton	\$67.50	7.6%	\$5.13
OCC	PS 11 Corrugated Containers (\$/ton)	\$80.00/ton	\$80.00	29.5%	\$23.60
Plastic - PET	SMP Plastics PET (Baled, c/lb., picked up)	18.75 c/lb.	\$375.00	5.2%	\$19.50
Plastic - Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb., picked up)	88.00 c/lb.	\$1,760.00	1.5%	\$26.40

Material	Index Description	Index Value (Jan 2025)	Index Value (Jan 2025) (\$/ton)	Material %	AMV (\$/ton)
Plastic - Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb., picked up)	7.00 c/lb.	\$140.00	1.7%	\$2.38
Plastic - PP	SMP Plastics PP Post Consumer (Baled, c/lb., picked up)	16.50 c/lb.	\$330.00	0.6%	\$1.98
Plastic - Commingled	SMP Plastics Commingled (#3-7) (Baled, c/lb., picked up)	0.50 c/lb.	\$10.00	1.7%	\$0.17
Plastic - Mixed Rigid Plastics	Mixed Bulky Rigid (Baled, c/lb, picked up)	0.50 c/lb.	\$10.00	1.4%	\$0.14
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	\$175.00/ton	\$175.00	1.4%	\$2.45
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb., picked up)	85.00 c/lb.	\$1,700.00	1.9%	\$32.30
Scrap Metal	50% of Steel Cans (Sorted, Baled, \$/ton, picked up)	\$87.50/ton	\$87.50	1.7%	\$1.49
Glass – Mixed	SMP Glass 3 Mix (\$/ton del. As recyclable or disposable)	-\$32.50/ton	(\$32.50)	10.9%	(\$3.54)
Contamination	N/A	N/A	(\$36.00)	20.2%	(\$7.27)
			Total	100.0%	\$112.44

¹ All prices are from recyclingmarkets.net Southeast USA

² Mixed Paper is the percentage of Mixed Recyclable Paper and Aseptic Containers/Cartons

³ Sorted Residential Papers is the percentage of Newspaper and Magazines and Catalogs

⁴ Plastic – Commingled is the percentage of Non-Bottle PET Containers (#1), Non-Bottle HDPE Containers (#2), Plastic Containers (#3,4,6,7), PET Drink Cups (#1), PP Drink Cups (#5), Other Drink Cups (#3,4,6,7)

⁵ Scrap metal is the percentage of Aluminum Foil and Trays, Ferrous Scrap Metals, and Non-Ferrous Scrap Metals

⁶ Contamination is the percentage of Other Recyclables and Contaminants

Market Index: The market index utilized (Recyclingmarkets.net) is intended to reflect the regional average value, in the Southeast United States, of each Recyclable included in the

County's Program Recyclables. It is not intended to equate to the commodity revenue received by Contractor. If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.

Adjustments to the Composition of Program Recyclables: The County shall conduct a recyclables composition study at County's cost every other year during the Term of the Agreement. The Contractor may request additional recyclables composition studies to be conducted at Contractor's cost, such request being subject to County approval, which shall not be unreasonably withheld. The Contractor cannot request a study more than once annually. All recyclables composition studies used for calculating the AMV shall be conducted using County-approved methodology and by a County-approved entity with demonstrated experience conducting recyclables composition studies. The County and Contractor each have the right to have a representative onsite during recyclables composition studies. Study results are subject to final approval by the County, which shall not be unreasonably withheld. If approved by the County, adjustments to the composition shall be made and shall become effective on the first Day of the following month and for the remainder of the final Agreement, or until further adjusted in a future composition study.

Sample Calculation of Compensation

Payment to the County:

Note: Revenue Share shall occur when the Total AMV Calculation of Recyclables exceeds the Processing Fee. In this sample the AMV (\$113.01) is greater than the Processing Fee (\$100) thus the Contractor would pay the County \$15,612.00 for the month.

Value Assumptions:

- Processing Fee (PF) = \$100 per ton
- Percent Revenue Share (PRS) = 60%
- Average Market Value (AMV) = \$113.01 per ton inbound Recyclables (Value fluctuates monthly based on calculation specified herein.)
- Inbound Program Recyclables Tons Per Month (IR) = 2,000 tons

$((AMV - PF) \times IR) \times PRS = \text{Revenue Share paid to County}$

$((113.01 - 100) \times 2,000) \times 0.60 = \$15,612$

Payment to the Contractor:

Note: Payment to Contractor shall occur when the Total AMV Calculation of Recyclables falls below the Processing Fee. In this sample the AMV (\$76.31) is less than the Processing Fee (\$100) thus the County would pay the Contractor \$28,428.00 for the month.

Value Assumptions:

- Processing Fee (PF)= \$100 per ton
- Percent Revenue Share (PRS) = 60%
- Average Market Value (AMV) = \$76.31 per ton inbound Recyclables
(Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 2,000 tons

$((\text{AMV} - \text{PF}) \times \text{IR}) \times \text{PRS} = \text{Program Recyclables Payment for Processing to Contractor}$

$((76.31 - 100) \times 2,000) \times 0.60 = (\$28,428.00)$

END OF EXHIBIT 2

EXHIBIT 3, LIST OF PROGRAM RECYCLABLES
RFP No. 25-R087290SB

#	Material Categories	Description of Categories
1	Newspaper	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. <i>Does not include bagged newspaper.</i>
2	Corrugated Cardboard	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. <i>Does not include cardboard within shrink-wrap plastic, such as that from a case of bottled water.</i>
3	Magazines and Catalogs	All magazines and catalogs, including glossy magazines.
4	Mixed Recyclable Paper	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. <i>Does not include shredded, contaminated, waxy, or metallic paper.</i>
5	Aseptic Containers/ Cartons	Gable-top cartons, aseptic juice boxes, and other similar containers made of coated paperboard.
6	PET Bottles (#1)	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. <i>Does not include loose caps and lids.</i>
7	Natural HDPE Bottles (#2)	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. <i>Does not include loose caps and lids or containers >3 gallons.</i>
8	Colored HDPE Bottles (#2)	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. <i>Does not include loose caps and lids or containers >3 gallons.</i>
9	Non-Bottle PET Containers (#1)	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
10	Non-Bottle HDPE Containers (#2)	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. <i>Does not include containers >3 gallons.</i>
11	PP Containers (#5)	Clear and colored plastic containers coded polypropylene (PP) #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. <i>Does not include loose caps and lids or containers >3 gallons.</i>
12	Other Plastic Containers (#3,4,6,7)	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
13	Tin/Steel Cans	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps.
14	Aluminum Cans	Aluminum soft drink, beer, food cans, and empty aerosol cans.
15	Glass Containers	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

END OF EXHIBIT 3



AGREEMENT No. [number]

[TITLE]

between

**MANATEE COUNTY
(COUNTY)**

and

**[CONTRACTOR NAME]
(CONTRACTOR)**

AGREEMENT FOR [TITLE]

THIS AGREEMENT is made and entered into as of this [date] day of [month], 202_, (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[COMPANY NAME]**, a [enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.] (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, pursuant to Chapter 403, Florida Statutes **COUNTY** is responsible for implementing a recyclable materials recycling program to meet the needs of all incorporated and unincorporated areas of the county; and

WHEREAS, **CONTRACTOR**, operates recovered materials processing facilities and/or collects and transports recycled recyclable materials; and

WHEREAS, **COUNTY** publicly announced a Request for Proposals seeking to negotiate and retain a qualified contractor to render Services, as more fully described in Article 4 of this Agreement; and

WHEREAS, this Agreement is a result of **CONTRACTOR’S** submission in response to Request for Proposal No. [number], and **COUNTY’S** competitive selection process in accordance with the Manatee County Procurement Code; and

WHEREAS, **COUNTY** and **CONTRACTOR** successfully negotiated the terms and conditions of this Agreement by which **CONTRACTOR** will provide program recyclables processing services, as more fully described herein and pursuant to Request for Proposal No. [number].

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

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ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings unless otherwise specifically stated herein:

Applicable Law means all applicable federal and State of Florida laws, local (county and municipal) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Average Markey Value (AMV) is a market index used to determine the estimated current value of a ton of Program Recyclables based on monthly fluctuations in the commodity market. A sample WMV is provided in **Exhibit C**.

Commencement Date means the date on which CONTRACTOR commences to accept, process, and market Program Recyclables in accordance with this Agreement. The Commencement Date shall be October 1, 2025.

Contaminates or Contamination or Contaminated Recyclable Material means that portion of the Recyclable Materials stream that does not consist of materials included in the definition of Program Recyclables.

Contract Manager means the person designated by COUNTY to manage this Agreement. The Contract Manager may identify a designee for certain tasks.

Contractor means [To Be Determined], the awarded proposer with whom the COUNTY has entered into this Agreement.

Day means one calendar day, unless otherwise specified.

Designated Recycling Facility means the facility designated by CONTRACTOR and approved by COUNTY for the processing of Single Stream Program Recyclables collected pursuant to this Agreement.

Effective Date means the date upon which this Agreement is fully executed by the Manatee County Board of County Commissioners and CONTRACTOR.

Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

Holiday means those holidays on which COUNTY does not provide Solid Waste collection services, unless otherwise designated by the Contract Manager. Currently, Holidays include New Year's Day, President's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Material Recovery Facility (MRF) means a facility engaged in the acceptance, processing, and marketing of materials.

Multi-family Developments means customer classified under Residential Customer but identified by the COUNTY as a multi-family development, as determined by the COUNTY in accordance

with the Manatee County Code of Ordinances Chapter 2-16 – Solid Waste and Recyclable Materials, as amended.

Program Recyclables or **Recyclables** means Recyclables collected commingled in a single container that is included in COUNTY’S recycling program. Program Recyclables shall include materials identified in **Exhibit 3**, which may be amended as markets develop for additional materials. Program Recyclables include incidental amounts of non-designated materials as can normally be expected as part of recyclables collection.

Recovered Materials means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described are not solid waste.

Recyclable Materials or **Recyclables** means those materials which are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Residential Customer means any single-family dwelling or multi-family dwelling that accumulates solid waste for regular curbside collection.

Residue or **Residuals** means the portion of the Recyclable Materials stream, other than Contamination, accepted by CONTRACTOR that is not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

Service Agreement or **Agreement** means this Service Agreement between COUNTY and CONTRACTOR, together with all exhibits and other documents that are expressly incorporated by reference.

Single Stream means a recycling process that allows for Recyclables to be collected commingled with no sorting required by generators, collectors, or haulers.

Solid Waste means sludge, unregulated under the Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plan, or air pollution control facility, or garbage, rubbish, refuse, Special Waste, or discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials are not Solid Waste. For the purposes of this Agreement, the following are not considered Solid Waste: sludge, Recyclables, Residential Special Waste, and Yard Trash.

Tons means a unit of weight equal to 2,000 pounds, also referred to as a short ton.

ARTICLE 2. TERM

2.1. Effective and Commencement Dates

The effective date of this Agreement shall be the date the Agreement is executed by both CONTRACTOR and the Manatee County Board of County Commissioners (“Effective Date”). The Commencement Date is October 1, 2025.

2.2. Initial Term

The initial term of this Agreement shall be for a period of three (3) years from the Commencement Date terminating at 11:59 p.m. on September 30, 2028.

2.3. Renewal Option

COUNTY may renew this Agreement upon the mutual concurrence of the COUNTY and CONTRACTOR under the same terms and conditions for up to two (2) additional terms. The first term shall be for a period of three (3) years. The second term shall be for a period of two (2) years.

2.4. Termination of Agreement

2.4.1. Termination for Cause

2.4.1.1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

- a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
- b. Failure to perform the Services within the time specified in this Agreement; or
- c. Work that is at a rate that disrupts the overall performance of this Agreement.

2.4.1.2 Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

2.4.1.3 Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

2.4.1.4 In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

2.4.1.5 In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY

for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- a. Stop the Services on the date and to the extent specified;
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
- d. Continue and complete all parts of the Services that have not been terminated.

2.4.2 Termination Without Cause. COUNTY may terminate this Agreement without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" sixty (60) days prior to the date of termination. If this Agreement is terminated by COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses, or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 3. COUNTY'S RESPONSIBILITIES

- 3.1 COUNTY shall, through its County Administrator, appoint an individual to serve as the "Contract Manager." The Contract Manager shall have the authority to transmit instructions, receive information, interpret, and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different Contract Manager, provided that CONTRACTOR is given advance written notice thereof.
- 3.2 Beginning on the Commencement Date, COUNTY shall deliver, or direct to be delivered, all Program Recyclables collected from Residential and Multi-Family Developments to the Designated Recycling Facility during the scheduled receiving hours specified herein.
- 3.3 COUNTY shall make available, at no cost to CONTRACTOR, information relative to the Services and this Agreement, to assist in CONTRACTOR's performance of the Services.
- 3.4 COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES ("SERVICES")

4.1 Designated Facility

- 4.1.1 CONTRACTOR shall ensure that the Designated Facility is always operated in full compliance with all Applicable Law, and that all Services provided herein are in compliance with all Applicable Law.
- 4.1.1 CONTRACTOR shall maintain and provide verification of its Recovered Materials Dealer Certification Form from the Florida Department of Environmental Protection throughout the term of this Agreement.
- 4.1.2 The Designated Facility must have a certified scale that is tested, at least semi-annually, by a scale company registered with the Florida Department of Agricultural and Consumer Services and a system capable of tracking and recording inbound materials delivered to the facility. CONTRACTOR shall provide the Contract Manager with a copy of the scale certification prior to the Commencement Date, and a copy of all following scale test reports.
- 4.1.3 The Contract Manager shall have the right to inspect both the operating and maintenance practices of the facility during normal operating hours. Operating practices shall include, but are not limited to, the receipt, separation, processing, loading, storage, and transport of Recyclables and Recovered Materials. CONTRACTOR shall reasonably accommodate the Contract Manager's inspection rights described herein, provided it does not create a safety hazard.
- 4.1.4 The Designated Facility may be changed only with prior written approval by the Contract Manager.

4.2 Materials Acceptance

- 4.2.1 Beginning on the Commencement Date, CONTRACTOR shall accept deliveries of COUNTY'S Program Recyclables during the scheduled receiving hours specified in this Agreement. COUNTY makes no assurances or guarantees as to the quantity or quality of Recyclables to be delivered.
- 4.2.2 The Designated Facility shall be open and available to receive Program Recyclables between 8:00 a.m. and 5:30 p.m., Eastern Time, Monday through Saturday, except for observed County Holidays. CONTRACTOR shall be available to open the Designated Facility for extended hours, Saturdays, or on Holidays on an as-needed basis, at the request of the Contract Manager at no added cost to the COUNTY.
- 4.2.3 CONTRACTOR shall assume ownership of Program Recyclables upon acceptance of materials at the Designated Facility except for materials rejected pursuant to Section 4.3 of this Agreement.
- 4.2.4 CONTRACTOR shall accept deliveries of Program Recyclables by COUNTY, or its designee, at the Designated Facility from a variety of different vehicles.
- 4.2.5 CONTRACTOR shall ensure a turn-around time for collection vehicles of twenty (20) minutes or less. CONTRACTOR shall supply COUNTY with documentation of turn-around times upon request.

- 4.2.6 The Contract Manager reserves the right to add or delete Recyclable Materials as part of COUNTY'S Program Recyclables if the contracting parties agree it is technically feasible. COUNTY will negotiate Average Market Value (AMV) terms with CONTRACTOR based on any material additions or deletions and current market value.
- 4.2.7 CONTRACTOR shall not dispose of or landfill any Recyclables or Recovered Materials processed pursuant to this Agreement, without prior written authorization of the Contract Manager. CONTRACTOR shall not knowingly, or without reasonable assumption, sell such Recyclables or Recovered Materials to another agent that landfills or disposes of material other than through recycling, without prior written authorization of the Contract Manager. This prohibition does not apply to Contamination and Residue.
- 4.2.8 CONTRACTOR shall provide a recycling guarantee at a minimum of seventy percent (70%). The recycling guarantee shall be the performance standard CONTRACTOR meets during the term of the Agreement and shall be the average monthly percentage of Recovered Materials obtained from Inbound Program Recyclables.
- 4.2.9 CONTRACTOR shall be responsible for and shall bear all costs associated with acceptance, processing, and marketing of all Recyclables delivered by COUNTY, or its agents, to the Designated Facility pursuant to this Agreement, including, but not limited to, all aspects of the management, operations, and maintenance of the Designated Facility.
- 4.2.10 CONTRACTOR shall have a backup plan in place in the event the Designated Facility is unable to accept Program Recyclables for any reason. Backup plan must be submitted within thirty (30) days following the Execution Date and be approved by the Contract Manager.
- 4.2.11 At any time during the Agreement, should CONTRACTOR be unable to accept, process, or market materials due to CONTRACTOR'S fault, CONTRACTOR shall be liable to COUNTY for all hauling, processing, transportation, disposal charges, and any other related costs in excess of payments that would have been made under this Agreement, which may be incurred by COUNTY.
- 4.3 Material Rejection
- 4.3.1 CONTRACTOR shall have the right to reject loads of Program Recyclables that contain more than twenty percent (20%) Contamination by volume or that contain any amount of Hazardous Waste. CONTRACTOR shall immediately notify the Contract Manager if a load is rejected and shall keep the entire load segregated from other materials for inspection.
- 4.3.2 If upon a visual inspection the Contract Manager or designee concurs with CONTRACTOR that the load in question contains more than twenty percent (20%) Contamination by volume, Contractor shall dispose of the entire load at a legally permitted disposal facility and shall charge COUNTY the per ton disposal fee for the inbound weight of the load deemed to be excessively contaminated.

CONTRACTOR must provide proof of the tip fee paid for disposal of contaminated materials to be reimbursed.

- 4.3.3 If upon a visual inspection the Contract Manager determines that such load does not contain twenty percent (20%) Contamination by volume, CONTRACTOR will process the materials. The Contract Manager or their designee shall provide the final determination as to whether the load contains more than twenty percent (20%) Contamination by volume.
- 4.3.4 If Hazardous Waste is detected in any Program Recyclables delivered to the Designated Facility, in addition to immediately notifying the Contract Manager, CONTRACTOR shall note the incident by taking a photograph of the Hazardous Waste Load and the truck, including the truck number delivering the Hazardous Waste. COUNTY shall be responsible for removing and disposing of the Hazardous Waste.
- 4.4 Disposal
 - 4.4.1 CONTRACTOR is solely responsible for the transportation and disposal of all non-recycled materials, including Contamination and Residue, generated because of processing Recyclables, inclusive of all associated costs.
 - 4.4.2 Contamination and Residue must be disposed of at a legally permitted and licensed facility.
- 4.5 Personnel
 - 4.5.1 CONTRACTOR shall cooperate with COUNTY in every reasonable and proactive way to facilitate the successful completion of the activities and Services contemplated in this Agreement. CONTRACTOR shall assign a qualified person as a point of contact to oversee CONTRACTOR'S operations by the Effective Date. COUNTY shall have direct access to CONTRACTOR'S point of contact, and CONTRACTOR shall provide COUNTY's Contract Manager with CONTRACTOR's point of contact's contact information in writing on or before the Commencement Date. COUNTY'S point of contact shall be the Contract Manager. Alternates may be designated by either party upon written notification.
 - 4.5.2 CONTRACTOR shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect. COUNTY encourages the hiring of local labor and residents who are from and live in Manatee County.
 - 4.5.3 CONTRACTOR shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that it will meet all required performance measurements.
 - 4.5.4 CONTRACTOR shall use competent, qualified, sober personnel to provide services pursuant to this Agreement.
 - 4.5.5 CONTRACTOR shall implement and maintain a drug-free workplace program.
 - 4.5.6 CONTRACTOR shall provide appropriate operating and safety training for all personnel, including meeting training requirements and to all Applicable Laws.

Each of CONTRACTOR'S vehicle operators shall always carry a valid Florida driver's license for the type of vehicle/equipment that is being driven.

4.6 Education and Outreach

- 4.6.1 All forms of communication regarding COUNTY'S Recycling programs including, but not limited to, electronic, written audio, video, graphics, logos, shall be reviewed and approved in writing by the Contract Manager prior to disseminating or presenting publicly.
- 4.6.2 CONTRACTOR shall partner with COUNTY in the development and implementation of outreach programs intended to increase participation in COUNTY'S recycling program and to reduce the amount of Contaminated Recyclable Material. Such programs shall primarily include CONTRACTOR making public tours of the MRF available.
- 4.6.3 CONTRACTOR shall participate in up to twelve (12) public events annually in collaboration with COUNTY and shall provide camera-ready public education materials regarding the MRF, as approved by COUNTY.
- 4.6.4 CONTRACTOR shall provide up to four (4) guided tours per month of the Designated MRF Facility. With limited exceptions, the tours shall not include more than twenty-five (25) attendees or exceed one (1) hour in length and shall be conducted while the facility is in operation. Prior to scheduling facility tours, COUNTY shall work with CONTRACTOR to establish parameters for the tour to include, but not limited to, the size of the group, time of day for tour, tour logistics for safety and minimization of disruption for operations.

ARTICLE 5. RECORDS AND REPORTING

5.1. Record Keeping

CONTRACTOR shall follow all requirements defined herein.

5.2. Document Retention—Public Records. Pursuant to Florida Statutes §119.0701, CONTRACTOR shall:

- 5.2.1. Keep and maintain public records required by COUNTY to perform the service.
- 5.2.2. Upon request from COUNTY's custodian of public records, provide 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- 5.2.3. 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 Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY.
- 5.2.4. Upon completion of the Agreement, transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Services. If CONTRACTOR transfers all public records to 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 COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

- 5.2.5. CONTRACTOR shall maintain and allow access to books, records, data, documents, and reports relating to this Agreement at no cost to COUNTY for five (5) years following the expiration or termination of this Agreement, or as otherwise required by Chapter 119, Florida Statutes, as amended.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-742-5845, lacy.pritchard@mymanatee.org, and 1112 Manatee Ave W, Suite 200, Bradenton, FL 34205.

ARTICLE 6. REPORTING

- 6.1. CONTRACTOR shall electronically submit a monthly report, no later than the fifteenth (15th) day of each month, to the Contract Manager in a format pre-approved by the Contract Manager, containing the following information for services provided during the previous month:
- a) Tonnage of Program Recyclables: CONTRACTOR shall provide records of Program Recyclables received at the Designated Facility, by day and by truck number.
 - b) Tonnage of Rejects: CONTRACTOR shall provide records of daily and monthly tonnages of Rejects derived from Program Recyclables.
 - c) Rejected loads: CONTRACTOR shall provide record of rejected loads, including date and weights for each load to include pictures or videos.
 - d) Education and Outreach Activities (E&O): CONTRACTOR shall provide records identifying E&O activities planned or conducted, dates, and time of activity, entity for which activities were provided, and a summary of activities.
- 6.2. CONTRACTOR is required to notify COUNTY of any Notices of Violation (NOV) received for any violations of Applicable Laws occurring at the Designated Facility within three (3) Days following receipt of such NOV. CONTRACTOR's written notice

to COUNTY shall include a copy of the NOV and the corrective action taken or scheduled to be taken.

- 6.3. CONTRACTOR shall provide any additional information or reports as requested by the Contract Manager to monitor this Agreement, or to assist the County in managing its Solid Waste and Recycling programs. These reports will be provided to the Contract Manager within five (5) Days, unless an alternative timeframe is approved in writing by Contract Manager.

ARTICLE 7. COMPENSATION

7.1. Monthly Invoice

Processing Fee with Revenue Share

No later than the fifteenth (15th) Day of each month, CONTRACTOR shall electronically submit an invoice to COUNTY for services provided pursuant to this Agreement during the previous month together with the monthly report detailed in Section 5.3.1. The monthly processing services invoice shall include the revenue share calculation as provided in **Exhibit A**, attached hereto, which includes the following:

- a. Quantity of inbound Program Recyclables, as measured by certified inbound scales, received at the Designated Facility during the month being invoiced.
- b. Calculation of Liquidated Damages, rejected load payments, interest on overdue payments or proration determined in accordance with the compensation requirements herein.
- c. Processing Fee as provided in **Exhibit A**. The Processing Fee shall be adjusted annually according to Section 6.3.
- d. AMV of Program Recyclables for the month being invoiced. A sample AMV calculation is provided in **Exhibit C**.
- e. Revenue Share, as provided in **Exhibit A**.

Payments to be remitted to CONTRACTOR shall be submitted within forty-five (45) Days of CONTRACTOR'S invoice date.

7.2. Change in Average Market Value (AMV)

Modifications to the list of Program Recyclables made by Contract Manager and CONTRACTOR, in agreement, shall include an adjustment to the calculation of AMV. The AMV may also be adjusted based on the results of a recycling composition study as outlined in **Exhibit C**, Section (c) attached hereto.

7.3. Compensation Structure

Processing Fee with Revenue Share

The compensation structure for the acceptance, processing, and marketing of Program Materials shall be defined under Exhibit A based on two separate components: (1) A fixed Processing Fee made by COUNTY to CONTRACTOR calculated as a set price per ton of receiving inbound Program Materials, established by CONTRACTOR and agreed upon herein, and (2) A monthly calculated Average Market Value (AMV) Percent Revenue

Share (PRS) adjusted to the composition of COUNTY'S inbound Program Materials and the commodity prices per month, as established in the Recyclingmarkets.net Southeast USA. If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in a written amendment to this Agreement.

The payment formula shall include the Total Processing Fee and the Total Commodity Revenue as revenue sharing between COUNTY and CONTRACTOR.

Payment to the County:

If the Total AMV Calculation of Recyclables exceeds the Processing Fee, the balance of the AMV shall be subject to the revenue sharing percentage calculation. A sample calculation is provided below:

Value Assumptions:

- Processing Fee (PF) = \$100 per ton
- Percent Revenue Share (PRS) = 95%
- Average Market Value (AMV) = \$113.01 per ton inbound Recyclables

$((AMV - PF) \times IR) \times PRS = \text{Revenue Share paid to County}$

$((113.01 - 100) \times 2,000) \times 0.95 = \$24,719$

Payment to the CONTRACTOR:

If the Total AMV Calculation of Recyclables is less than the Total Processing Fee, COUNTY shall pay CONTRACTOR the difference between the Total Processing Fee and the AMV. There is no revenue share. A sample calculation is provided below:

Value Assumptions:

- Processing Fee (PF) = \$100 per ton
- Percent Revenue Share (PRS) = 95%
- Average Market Value (AMV) = \$76.31 per ton inbound Recyclables
(Value fluctuates monthly based on calculation specified herein)
- Inbound Program Recyclables Tons Per Month (IR) = 2,000 tons

$((AMV - PF) \times IR) \times PRS = \text{Program Recyclables Payment for Processing to CONTRACTOR}$

$((76.31 - 100) \times 2,000) \times 0.95 = (\$45,011)$

7.4. Annual Rate Adjustment

The Processing Fee shall remain the same throughout the first year of the Agreement. Beginning on the anniversary of the Commencement Date of this Agreement, CONTRACTOR may request, in writing, an adjustment based on the percentage change in the Consumer Price Index for Urban Consumers (CPI-U) for the previous calendar year, with a cap of five percent (5%) increase annually. Adjustment of the Processing Fee shall be approved by COUNTY through an amendment to this Agreement signed by both Parties. The annual CPI-U adjustment shall be calculated as outlined in Exhibit B attached hereto.

ARTICLE 8. PERFORMANCE

8.1. Performance Bond

CONTRACTOR must provide a valid performance bond in force covering the work performed under this Agreement. This bond guarantees to COUNTY the completion and performance of all work covered in this Agreement, as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of the Services. Such bond must be in a form and with a surety acceptable to COUNTY and must provide for the protection of all persons supplying labor or materials used for the performance of the work. CONTRACTOR agrees to keep such bond, or replacement thereof, at all times during the performance of this Agreement. The amount of such bond shall equal not less than value of this Agreement for a six-month period. CONTRACTOR may comply with the requirements of this provision by causing said bond to specifically designate COUNTY as one of the parties to whom the protection afforded by said bond is extended or as an alternate, may furnish COUNTY with a separate performance bond meeting the same criteria. The performance bond must be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in Manatee County. The surety company will hold a current certificate of authority as acceptable surety on federal bonds in accordance with the U.S. Department of Treasury Circular 570 Current Revision. This performance bond must be provided within ten (10) Days of the Effective Date of this Agreement.

8.2. Liquidated Damages

CONTRACTOR shall cure all failures to provide service immediately or within any time limits set forth in this Agreement. The Contract Manager may assess the following liquidated damages pursuant to this section monthly in connection with this Agreement.

Performance Standard Violation	Liquidated Damages
Landfilling of Recyclables or Recovered Materials without prior approval by the Contract Manager.	\$1,000 per occurrence plus the current tip fee per ton at the Manatee County Landfill
Failure to accept Recyclables delivered to the Designated Facility during scheduled receiving hours.	\$1,000 per occurrence

Failure to provide maximum vehicle turnaround time of twenty (20) minutes at the Designated Facility.	\$100 per vehicle per occurrence
Failure to test scales during specified timeframe.	\$5,000 per occurrence
Failure to meet any reporting or notification requirement of the contract by the specified date unless approved by the Contract Manager.	\$50 per report or notification per Day for every Day after due date

The Contract Manager shall notify CONTRACTOR of its decision to assess liquidated damages. If CONTRACTOR desires to challenge the decision, it must do so in writing within seven (7) calendar Days after receipt of notice from Contract Manager. The request shall specify the grounds upon which CONTRACTOR objects to the assessment of liquidated damages by Contract Manager. The matter shall be referred to COUNTY's Purchasing Official pursuant to Section 2-26-63 of Manatee County Code of Ordinances who shall rule on CONTRACTOR'S challenge. COUNTY's Purchasing Official's decision shall constitute a final determination of the matter. CONTRACTOR shall compensate County within thirty (30) Days following CONTRACTOR'S receipt of a written assessment of liquidated damages.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, keep, save and hold harmless COUNTY, its officers, agents, officials and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, judgements or liability, including, but not limited to, attorneys' fees and other expenses incurred in connection with this Agreement, and/or to the extent arising out of or related to CONTRACTOR's Services. This indemnity provision shall remain enforceable subsequent to the termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled or adjudicated, regardless of when such claims are made. The indemnification obligations under this Article shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to COUNTY, or deemed to affect the rights, privileges, or immunities of COUNTY as set forth in Section 768.28, Florida Statutes or under any other law.

ARTICLE 10. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, as identified in **Exhibit E**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit E shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No

changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- C. Insurance shall remain in force for at least three (3) years after the Agreement's Term (including any renewal terms) in the amounts and types of coverage as required by Exhibit E, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 11. NOTICES

All notices, requests and authorizations provided herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Utilities Department
Attn: [Title of Contact person]
[Address]
[City/State/Zip]
Phone: (941) [number]
Email: [email]

To CONTRACTOR: [Company Name]
Attn: [Title of Contact person]
[Address]
[City/State/Zip]
Phone: ([area code]) [number]
Email: [email]

ARTICLE 12. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers, and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of its duties or Services required hereunder.

ARTICLE 13. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 14. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 15. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for termination of this Agreement.

ARTICLE 16. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest, or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge, or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 17. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 18. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 19. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 20. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 21. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 22. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 23. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a

copy of such affidavit for the duration of this Agreement. Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 24. MAINTENANCE OF RECORDS; LICENSES

- 24.1. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- 24.2. CONTRACTOR shall provide COUNTY all information, reports, records, and documents required by this Agreement or by COUNTY ordinances, rules, or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state, or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY because it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules, and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- 24.3. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 25. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to the subject matter and the Parties mutually agree that no verbal agreements, representations, warranties, or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 26. SEVERABILITY

If any part, section, subsection, or other portion of this Agreement is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof, not declared void, unconstitutional, or invalid shall remain in full force and effect.

ARTICLE 27. FORCE MAJEURE

No Party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the Party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

ARTICLE 28. CHOICE OF LAW OR GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of litigation under this Agreement, venue shall be in Manatee County, Florida, and Florida law shall apply.

ARTICLE 29. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide COUNTY with a sworn affidavit, attached hereto as **Exhibit F**, and to be filled out and signed by an officer or a representative of CONTRACTOR under penalty or perjury attesting that CONTRACTOR does not use coercion for labor or services, as such term are defined section 787.06, Florida Statutes.

ARTICLE 30. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Contractor

By: _____
Print Name

Its: _____
(Title)

Witness as to execution
on behalf of Contractor:

Witness

Witness

EXHIBIT A: FEE SCHEDULE

Processing Fee and Revenue Share

PROGRAM RECYCLABLES PROCESSING SERVICES	
Processing Fee (used to calculate revenue share per ton)	\$100 per ton
Revenue Share Percentage	[TBD]%

EXHIBIT B: CALCULATION OF ANNUAL RATE ADJUSTMENT

The rate adjustment shall be based on the change in the average monthly Consumer Price Index (CPI) from October through September in the prior year (CPI1) and the average monthly CPI from October through September in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

If any of the designated index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed five percent (5%) of the previous rate.

EXCEL FORMULA FOR CALCULATING RATE ADJUSTMENT

$\text{Rate Adjustment (\%)} = \text{ROUND}(((\text{CPI2} - \text{CPI1}) / \text{CPI1}), 4)$
--

Where:

“CPI1” = averaged published monthly CPI from October through September of the year prior to CPI2.

“CPI2” = averaged published monthly CPI from October through September of the most recent year

SAMPLE CALCULATION OF RATE ADJUSTMENT

Assumptions: Example Processing Rate = \$100

CPI1 = 225.838

CPI2 = 230.195

$$\text{Rate Adjustment} = \text{ROUND}(((230.195 - 225.838) / 225.838), 4) = 1.93\%$$

Rate Adjustment of 1.93% is less than 5%, the maximum allowed.

$$\text{New Rate} = \text{ROUND}(\$100 * (1 + 0.0193), 2) = \$101.93$$

EXHIBIT C: SAMPLE AMV OF PROGRAM RECYCLABLES AND REVENUE SHARE CALCULATIONS

Contractor acknowledges and accepts the following:

- (a) The County conducted a recyclables composition study in 2022. Therefore, the composition of the County's materials in the following AMV was based on this study.
- (b) The County will conduct and pay for a recyclables composition study on inbound single stream Program Recyclables according to the requirements delineated below approximately four (4) months, but not more than nine (9) months, following the Commencement Date. Upon completion, the AMV composition shall be adjusted based on the results of this study.
- (c) The County shall conduct a recyclables composition study at County's cost every other year during the Term of the Agreement. The Contractor may request additional recyclables composition studies to be conducted at Contractor's cost, such request being subject to County approval, which shall not be unreasonably withheld. The Contractor cannot request a study more than once annually.
- (d) The material percentages used for calculating the AMV shall be revised only upon completion of a recyclables composition study conducted that meets the requirements specified herein:
 - The study entails sampling and manual sorting of inbound Program Recyclables. Inbound Program Recyclables means materials as delivered to the MRF. If the study is requested by the Contractor, the final methodology is subject to written approval by the Contract Manager.
 - The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in Florida. If the study is requested by the Contractor, selection of such entity is subject to written approval by the Contract Manager.
 - The County and Contractor each have the right to have a representative onsite for the sorting event.
 - Study results are subject to final approval by the Contract Manager, which shall not be unreasonably withheld. If approved by the Contract Manager, adjustments to the composition provided in this Exhibit shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.
 - Additional studies shall be paid for by the party requesting such study unless otherwise agreed upon in writing.
 - A study cannot be requested more than once annually.
- (e) The regional average value in the Southeast United States as posted by Recyclingmarkets.net market index shall be used in the AMV. The market index is intended to reflect the average value of each Recyclable included in the County's Program Recyclables and is not intended to equate to the commodity revenue received by Contractor.

- (f) If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides applicable market indices, then the parties shall mutually select, and designate in writing, an appropriate replacement source from among the sources recycling industry professionals utilize for reliable pricing information of Recovered Materials.
- (g) Any and all costs associated with accepting and processing Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of Contractor.

Sample Calculation of AMV:

Manatee County AMV – January 2025

Material	Index Description	Index Value (Jan 2025)	Index Value (Jan 2025) (\$/ton)	Material %	AMV (\$/ton)
Mixed Paper	PS 54 Mixed Paper (MP) (\$/ton)	\$52.50/ton	\$52.50	14.7%	\$7.72
Sorted Residential Papers	PS 56 Sorted Residential Papers (SRNP) (\$/ton)	\$67.50/ton	\$67.50	7.6%	\$5.13
OCC	PS 11 Corrugated Containers (\$/ton)	\$80.00/ton	\$80.00	29.5%	\$23.60
Plastic - PET	SMP Plastics PET (Baled, ¢/lb., picked up)	18.75 ¢/lb.	\$375.00	5.2%	\$19.50
Plastic - Natural HDPE	SMP Plastics Natural HDPE (Baled, ¢/lb., picked up)	88.00 ¢/lb.	\$1,760.00	1.5%	\$26.40
Plastic - Colored HDPE	SMP Plastics Colored HDPE (Baled, ¢/lb., picked up)	7.00 ¢/lb.	\$140.00	1.7%	\$2.38
Plastic - PP	SMP Plastics PP Post Consumer (Baled, ¢/lb., picked up)	16.50 ¢/lb.	\$330.00	0.6%	\$1.98
Plastic - Commingled	SMP Plastics Commingled (#3-7) (Baled, ¢/lb., picked up)	0.50 ¢/lb.	\$10.00	1.7%	\$0.17
Plastic - Mixed Rigid Plastics	Mixed Bulky Rigid (Baled, ¢/lb., picked up)	0.50 ¢/lb.	\$10.00	1.4%	\$0.14
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	\$175.00/ton	\$175.00	1.4%	\$2.45

Material	Index Description	Index Value (Jan 2025)	Index Value (Jan 2025) (\$/ton)	Material %	AMV (\$/ton)
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, ¢/lb., picked up)	85.00 ¢/lb.	\$1,700.00	1.9%	\$32.30
Scrap Metal	50% of Steel Cans (Sorted, Baled, \$/ton, picked up)	\$87.50/ton	\$87.50	1.7%	\$1.49
Glass – Mixed	SMP Glass 3 Mix (\$/ton del. As recyclable or disposable)	-\$32.50/ton	(\$32.50)	10.9%	(\$3.54)
Contamination	N/A	N/A	(\$36.00)	20.2%	(\$7.27)
			Total	100.0%	\$112.44

¹ All prices are from recyclingmarkets.net Southeast USA

² Mixed Paper is the percentage of Mixed Recyclable Paper and Aseptic Containers/Cartons

³ Sorted Residential Papers is the percentage of Newspaper and Magazines and Catalogs

⁴ Plastic – Commingled is the percentage of Non-Bottle PET Containers (#1), Non-Bottle HDPE Containers (#2), Plastic Containers (#3,4,6,7), PET Drink Cups (#1), PP Drink Cups (#5), Other Drink Cups (#3,4,6,7)

⁵ Scrap metal is the percentage of Aluminum Foil and Trays, Ferrous Scrap Metals, and Non-Ferrous Scrap Metals

⁶ Contamination is the percentage of Other Recyclables and Contaminants

Sample Calculation of Program Recyclables Revenue Share

If the Total AMV Calculation of Recyclables exceeds the Processing Fee, the balance of the AMV shall be subject to the revenue sharing percentage calculation. A sample calculation is provided below:

Value Assumptions:

- Processing Fee (PF) = \$100 per ton
- Percent Revenue Share (PRS) = 95%
- Average Market Value (AMV) = \$113.01 per ton inbound Recyclables

$((AMV - PF) \times IR) \times PRS = \text{Revenue Share paid to County}$

$((113.01 - 100) \times 2,000) \times 0.95 = \$24,719$

EXHIBIT D: MANATEE COUNTY PROGRAM RECYCLABLES

#	Material Categories	Description of Categories
1	Newspaper	Newspaper (loose or tied) including other paper normally distributed inside newspaper such as ads, flyers, etc. and other items made from newsprint such as advertising guides. <i>Does not include bagged newspaper.</i>
2	Corrugated Cardboard	Uncoated brown cardboard boxes with a wavy core (no plastic liners or waxy coatings). Includes clean pizza boxes. <i>Does not include cardboard within shrink-wrap plastic, such as that from a case of bottled water.</i>
3	Magazines and Catalogs	All magazines and catalogs, including glossy magazines.
4	Mixed Recyclable Paper	Printed or unprinted recyclable paper including white, colored, coated, and uncoated papers, envelopes, index cards, file folders, telephone books, paperboard, chipboard, Kraft paper, brown paper bags, mail, paperback books, blueprints, and other printed material on glossy and non-glossy paper. <i>Does not include shredded, contaminated, waxy, or metallic paper.</i>
5	Aseptic Containers/ Cartons	Gable-top cartons, aseptic juice boxes, and other similar containers made of coated paperboard.
6	PET Bottles (#1)	Clear and colored bottles and jars coded polyethylene terephthalate (PET #1). Examples include soda bottles, water bottles, food jars, etc. <i>Does not include loose caps and lids.</i>
7	Natural HDPE Bottles (#2)	Clear/natural plastic bottles coded high-density polyethylene (HDPE #2). Examples include milk jugs, vinegar bottles, and gallon water bottles. <i>Does not include loose caps and lids or containers >3 gallons.</i>
8	Colored HDPE Bottles (#2)	Opaque, pigmented plastic bottles coded HDPE #2. Examples include detergent and shampoo bottles. <i>Does not include loose caps and lids or containers >3 gallons.</i>
9	Non-Bottle PET Containers (#1)	Clear and colored plastic non-bottle, non-jar containers coded PET #1. Examples include clamshell containers, fruit or vegetable platters, and some plastic drink cups.
10	Non-Bottle HDPE Containers (#2)	Wide-mouthed tubs and containers coded HDPE #2. Examples include large plastic coffee containers and plastic chip tubes, including lids. <i>Does not include containers >3 gallons.</i>
11	PP Containers (#5)	Clear and colored plastic containers coded polypropylene (PP) #5. Examples include some dairy product cups and tubs, pill bottles, frozen food trays, and plastic drink cups. <i>Does not include loose caps and lids or containers >3 gallons.</i>
12	Other Plastic Containers (#3,4,6,7)	All plastic containers coded #3, #4, #6, or #7. Examples include some bottles, some drink cups, some clamshells, and Arizona Iced Tea™ gallon jugs.
13	Tin/Steel Cans	Tin-plated steel cans, usually food containers and empty aerosol cans, including labels. Includes steel caps.
14	Aluminum Cans	Aluminum soft drink, beer, food cans, and empty aerosol cans.
15	Glass Containers	All clear, green, blue, and amber glass bottles and jars as well as broken container glass pieces.

EXHIBIT E: INSURANCE REQUIREMENTS

SAMPLE

**EXHIBIT F: ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

Before me, the undersigned authority, personally appeared [*insert name, i.e., John Doe*] who was sworn and says that the following information is true and correct:

1. I am the [*insert title, i.e., President and Chief Executive Office*] of [*insert name of nongovernmental entity, i.e., ABC Corporation, a Florida corporation (Entity)*]. I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

[*insert name, i.e., JOHN DOE*]

Signature

STATE OF FLORIDA
COUNTY OF [*insert county, i.e., MANATEE*]

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2024, by [*insert name, i.e., John Doe*], who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.