

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, MAY 16, 2023
6:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

CONFERENCE LINE: 1-917-900-1022
ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG-
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below
instructions:

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to
speak, and notify you by announcing the last 4 digits of your telephone number. Please
announce your name and address. You will be allowed to speak for 3 minutes.

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES
286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE
MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF
THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE
BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN
AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED
ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

AWARDS/RECOGNITIONS:

4. THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION DECLARING MAY 12, 2023 AS PROVIDER APPRECIATION DAY IN TAYLOR COUNTY, AS REQUESTED BY THE EARLY LEARNING COALITION OF THE BIG BEND, INC.

CONSENT ITEMS:

5. THE APPROVAL OF MINUTES OF APRIL 18, 2023; APRIL 25, 2023 AND MAY 1, 2023.
6. EXAMINATION AND APPROVAL OF INVOICES.

BIDS/PUBLIC HEARINGS:

7. THE BOARD TO RECEIVE BIDS FOR THE DEMOLITION AND RECONSTRUCTION OF TWO (2) HOMES AND THE REHABILITATION OF TWO (2) HOMES THROUGH THE SHIP PROGRAM, AS AGENDAED BY MELODY COX, GRANTS WRITER.

COUNTY STAFF ITEMS:

8. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE MEMBER TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
9. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT APPLICATION FORM AND AUTHORIZING RESOLUTION FOR THE UPCOMING FY 2023-2024 GRANT CYCLE AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

COUNTY ATTORNEY ITEMS:

10. THE BOARD TO REVIEW DRAFT ORDINANCE AND NOTICE TO EXPAND THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO J.L. GIBSON RD. AND ALL THROUGHOUT THE KEATON BEACH AREA.

COUNTY ADMINISTRATOR ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE, RFP DOCUMENTS, AND DRAFT AGREEMENT FOR HOUSEHOLD PUBLIC WASTE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE, RFP DOCUMENTS, AND CONTRACT FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
14. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
15. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION
DECLARING MAY 12, 2023 AS PROVIDER APPRECIATION DAY IN
TAYLOR COUNTY



MEETING DATE REQUESTED:

MAY 16, 2023

Statement of Issue: TO RECOGNIZE FLORIDA'S ECE PROVIDERS

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON
BEHALF OF THE EARLY LEARNING COALITION OF THE
BIG BEND REGION, INC.

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EARLY LEARNING COALITION OF THE BIG BEND HAS INVESTED \$26.4 MILLION TO AID IN PROVIDING QUALITY EARLY EDUCATION AND MORE THAN 8,000 OF THE REGION'S CHILDREN ATTENDED ONE OF THE STATE'S EARLY EDUCATION PROGRAMS IN 2021-2022. THE EARLY LEARNING COALITION OF THE BIG BEND AND OTHER ORGANIZATIONS NATIONWIDE ARE RECOGNIZING CHILDCARE PROVIDERS ON THIS DAY.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT PROCLAMATION
EMAIL REQUEST

PROCLAMATION

Declaring May 12, 2023 Provider Appreciation Day in Taylor County

WHEREAS, Florida is a national leader in education and supports all students and educators in its mission to provide the highest-quality education system in the nation, including our earliest learners and early care and education (ECE) providers; and

WHEREAS, Providers Appreciation Day is dedicated to honoring Florida's ECE providers for their unwavering commitment to facilitating high-quality care and early learning; and

WHEREAS, The Early Learning Coalition of the Big Bend Region and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the wellbeing and economic security of The Big Bend Region's young children, families, and communities.

WHEREAS, The Big Bend Region has invested \$26.4 million to aid in providing quality early education, and more than 8,000 of the region's children attended one of the state's early education programs in 2021-22; and

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

WHEREAS, The Early Learning Coalition of the Big Bend Region recognizes that child care has been a lifeline for families, communities, and the economy and as such, has provided much needed support to its 11 contracted providers in Taylor County to help sustain the viability of child care; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

Now, Therefore the **Taylor County Board of County Commissioners**, do hereby proclaim May 12, 2023, as: **Provider Appreciation Day** in Taylor County and urge all citizens to recognize Child Care Providers for their important work.

Done and ordered this 16th day of May 2023, in Taylor County, Florida.

Jamie English
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

Marsha Durden

From: LaWanda Pemberton
Sent: Monday, May 01, 2023 9:47 AM
To: Agenda; Marsha Durden
Subject: FW: Proclamation Request
Attachments: Taylor - Proclamation Template.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners
<http://www.taylorcountygov.com>



From: Outreach <Outreach@elcbigbend.org>
Sent: Friday, April 28, 2023 11:49 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Proclamation Request
Importance: High

Good morning,

The Early Learning Coalition of the Big Bend Region would like to have May 12th, 2023, Provider Appreciation Day, recognized in Taylor County. Attached you will find a template of the proclamation, which has more information on the importance of this special day. If this is something we can get done in time, please let us know.

Kind Regards,
ELC

Outreach | Community Relations
Early Learning Coalition of the Big Bend Region, Inc.
Edgewater Corporate Center
2639 North Monroe Street, Building C-300 | Tallahassee, FL 32303

p: 850.552.7325 | Child Care Resource and Referral: 1-866-973-9030 | f: 850.922.0075
Outreach@elcbigbend.org | www.elcbigbend.org



Florida's Government in the Sunshine Law ("Sunshine Law") prohibits any gathering (including via electronic mail) of two or more members of the same board, outside of a duly noticed meeting, to discuss some matter which will foreseeably come before that board for action. Therefore, if replying to this correspondence please be aware of who the addressees are to avoid an inadvertent violation of the Sunshine Law. Also, please note that electronic mail sent or received by the members or staff of the Coalition may be public records in accordance with Chapter 119, Fla. Stat. The information contained in this transmission may contain information that is privileged, confidential or otherwise protected under State and Federal law. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail or phone and destroy all copies of the original message.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to receive bids for the demolition and reconstruction of two (2) homes and the rehabilitation of two (2) homes through the SHIP Program as approved at the April 3, 2023 meeting at 6:00 p.m. or as soon thereafter.

MEETING DATE REQUESTED:

May 16, 2023

Statement of Issue: Board to receive bids at 6:00 p.m. or as soon thereafter for the demolition and reconstruction of two (2) homes and the rehabilitation of two (2) homes through the SHIP Program.

Recommended Action: Receive bids on four homes eligible to receive assistance through the SHIP Program.

Fiscal Impact: The projects are 100% funded through the SHIP program.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The following projects and recipients were approved to receive assistance at the April 3, 2023 Board meeting.

DEMOLITION AND RECONSTRUCTION

Carolyn Florence Edwina Jackson

REHABILITATION

Larry Bailey ** James Chester

****Mr. Bailey's home is located in a special flood hazard area and rehab costs cannot exceed 50% of the current value of his home per SHIP guidelines.**

The Bid Committee will review the bid documents and make recommendations to the Board at the June 5, 2023 meeting.

Attachments: Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider re-appointment of one member to the Taylor County Planning Board

MEETING DATE REQUESTED:

May 16, 2023

Statement of Issue: Re-appoint Planning Board member.

Recommendation: Re-appoint one member to the Planning Board for a three (3) year term from 5/17/23 to 5/17/26.

Fiscal Impact: N/A

Budgeted Expense: Yes No N/A

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The term for Sally Roberts will expire on May 17, 2023. Sally has agreed to be reappointed to serve in that position.

Staff respectfully requests that the County Commission re-appoint Sally Roberts for a 3 year term expiring on May 17, 2026.

- Options:**
1. Re-appoint 1 member to the Planning Board.
 2. Choose not to re-appoint member.

Marsha Durden

From: Traci Rowell
Sent: Wednesday, May 10, 2023 11:05 AM
To: Marsha Durden

PLANNING BOARD	EXPIRES	BOARD
EARL KETRING	5/17/2025	PLANNING BOARD
DONNIE PIGFORD	5/17/2025	PLANNING BOARD
SALLY ROBERTS	5/17/2023	PLANNING BOARD
BLAIR BEATY	5/17/2024	PLANNING BOARD
CHRIS CARTER	5/17/2025	PLANNING BOARD

Planning Board

Traci M Rowell
Personnel Manager
Taylor County Board of County Commissioners
201 E Green Street
Perry, Florida 32347
P-850-838-3500 Ext. 8
F- 850-838-3501
TRowell@taylorcountygov.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for the upcoming FY 2023-2024 grant cycle.



MEETING DATE REQUESTED:

May 16, 2023

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Application and Authorizing Resolution for FY 2023-2024.

Recommended Action: Approve the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for FY 2023-2024.

Budgeted Expense: The County is eligible to receive \$21,531 to be used for the planning and oversight of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$21,531. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments: Planning Grant Application Form and Authorizing Resolution.



Transportation Disadvantaged Planning Grant Recipient Information

Legal Name	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS		
Federal Employer Identification Number	59-6000879		
Registered Address	201 E. GREEN STREET		
City and State	PERRY, FLORIDA	Zip Code	32347
Contact Person for this Grant	JAMI EVANS	Phone Number Format 111-111-1111	850-838-3553
E-Mail Address [Required]	jevans@taylorcountygov.com		
Project Location [County(ies)]	TAYLOR COUNTY		
Budget Allocation			
	<i>Grant Amount Requested</i>		21,531.00
	<i>Total Project Amount</i>		\$21,531.00

I, the authorized Grant Recipient Representative, hereby certify that the information herein is true and accurate and is submitted in accordance with the 2023-24 Program Manual and Instructions for the Planning Grant.

Signature of Grant Recipient Representative

MAY 16, 2023
Date

Name: JAMIE ENGLISH

Title: CHAIRMAN



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Ext. 107 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

AUTHORIZING RESOLUTION

A RESOLUTION of the **Taylor County Board of Commissioners**, hereinafter **BOARD**, hereby authorizes the filing and the execution of a Transportation Disadvantaged Planning Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this **BOARD** is eligible to receive a Transportation Disadvantaged Planning Grant to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW. THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The **Board** has the authority to enter into this grant agreement.
2. The **Board** authorizes Jamie English, Chairman to execute the grant agreement, amendments, warranties, certifications, and any other documents which may be required in connections with the agreement with the Florida Commission for the Transportation Disadvantaged pm behalf of the Taylor County Board of Commissioners.

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 16TH DAY OF MAY 2023.

**Board of County Commissioners
Taylor County, Florida**

By: _____
Jamie English, Chairman

Attest: _____
Gary Knowles, Clerk

**Commission for the Transportation Disadvantaged
Planning Grant Allocations
FY 2023-2024**

County	Planning Funds
Alachua	\$27,136
Baker	\$21,669
Bay	\$25,048
Bradford	\$21,667
Brevard	\$34,305
Broward	\$63,673
Calhoun	\$21,357
Charlotte	\$25,124
Citrus	\$24,398
Clay	\$25,817
Collier	\$29,265
Columbia	\$22,578
DeSoto	\$21,801
Dixie	\$21,420
Duval	\$42,712
Escambia	\$28,076
Flagler	\$23,561
Franklin	\$21,321
Gadsden	\$22,026
Gilchrist	\$21,443
Glades	\$21,320
Gulf	\$21,387
Hamilton	\$21,359
Hardee	\$21,616
Hendry	\$21,921
Hernando	\$25,285
Highlands	\$23,281
Hillsborough	\$52,873
Holmes	\$21,484
Indian River	\$24,533
Jackson	\$22,111
Jefferson	\$21,369
Lafayette	\$21,235
Lake	\$29,315
Lee	\$37,625
Leon	\$27,462
Levy	\$21,986
Liberty	\$21,228
Madison	\$21,449

County	Planning Funds
Manatee	\$29,750
Marion	\$29,212
Martin	\$24,540
Miami-Dade	\$80,320
Monroe	\$22,864
Nassau	\$23,001
Okaloosa	\$25,661
Okeechobee	\$21,927
Orange	\$52,115
Osceola	\$29,431
Palm Beach	\$53,686
Pasco	\$33,204
Pinellas	\$42,158
Polk	\$36,764
Putnam	\$22,663
Santa Rosa	\$25,113
Sarasota	\$30,511
Seminole	\$31,349
St. Johns	\$26,906
St. Lucie	\$28,203
Sumter	\$23,857
Suwannee	\$22,010
Taylor	\$21,531
Union	\$21,407
Volusia	\$33,142
Wakulla	\$21,782
Walton	\$22,670
Washington	\$21,600
Total	\$1,880,610

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 884-6113
FAX (850) 884-2433

May 10, 2023

VIA E-MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Ordinance and Notice

Dear LaWanda:

Please find attached a DRAFT Ordinance and Notice to go in the newspaper on golf car operation at Keaton Beach from Saw Grass Estates to J. L. Gibson Road.

If you have a question, please let me know.

Thank you.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles (via e-mail)

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Section 74-4(3)(c) of the Taylor County Code of Ordinances which expands the limits of Golf Cart Operation at Keaton Beach from Saw Grass Estates to J. L. Gibson Road and all throughout the Keaton Beach area, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2023, at _____. The title of the proposed ordinance is:

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS WHICH AMENDS
SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE
OF ORDINANCES WHICH EXPANDS THE LIMITS OF
GOLF CART OPERATION AT KEATON BEACH FROM
SAW GRASS ESTATES TO J. L. GIBSON ROAD AND
ALL THROUGHOUT THE KEATON BEACH AREA;
PROVIDING FOR SEVERABILITY AND PROVIDING
AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ___ day of _____, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ORDINANCE NO. _____

AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO J. L. GIBSON ROAD AND ALL THROUGHOUT THE KEATON BEACH AREA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have received a request to expand the operation of golf carts in the Keaton Beach area and the Board having found it to be in the interest of the citizens of the beach area of Taylor County to expand the limit of golf cart operation at Keaton Beach from Saw Grass Estates to J. L. Gibson Road and all throughout the Keaton Beach area.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

Section 1. Section 74-4(3)(c) is amended to read that “a golf cart may be operated at Keaton Beach from Saw Grass Estates to J. L. Gibson Road and all throughout the Keaton Beach area.”

Section 2. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

JAMIE ENGLISH, Chairperson

ATTEST

GARY KNOWLES,
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: 	The Board to consider approval of request to advertise, RFP documents and draft agreement for Household Public Waste Collection Services.
MEETING DATE REQUESTED:	May 16, 2023

Statement of Issue: To provide curbside household public waste collection services for Taylor County.

Recommended Action: Consider advertising

Fiscal Impact: TBD

Budgeted Expense: Yes, pending approved FY 2023-2024 budget.

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board has requested preparation of draft request for proposal documents in order to determine consideration of providing mandatory household public waste collection services to residential property owners in Taylor County who pay the solid waste assessment.

Funding for the provision of services would be through the approved Solid Waste Assessment, which is currently set at \$178 per dwelling unit. The current assessment does not include costs for capital purchases, which is funded through the one cent sales tax revenue.

Draft documents include the Request for Proposals and Agreement, which is subject to change during contract negotiations.

Options: Advertise/Do not advertise/Revise

Attachments:

- Draft Request for Proposal
- Draft Agreement
- Letter from Conrad Bishop, Jr., County Attorney

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

May 8, 2023

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Draft RFD for Household Garbage Pickup

Dear LaWanda:

Pursuant to your e-mail to me dated May 1, 2023 on the above, I make the following comments:

1. I reviewed the 37 pages, I didn't review the Public Entity Crimes Statement, nor the Bidding List.
2. On the following pages it states "his" only. It would be my position it should be either "his/her" or just "its" as you are more than likely dealing with a corporation or company. Where I found the above was on pages 20, 23, 24, 30, 31 and 32. I hope I didn't miss any.
3. In addition, on page 30, I would suggest that venue should read, "The State of Florida Courts located in Taylor County, Florida shall be the exclusive venue of any litigation involving this contract."

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)
Mr. Gary Wambolt (via e-mail)

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR PROPOSALS FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES

The Taylor County Board of County Commissioners is soliciting sealed proposals for HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES.

The following information is provided for vendor consideration:

- Taylor County includes approximately 9,568 residential dwelling units.
- The County collects an annual assessment to cover the cost of solid waste services.
- Proposals shall include an annual cost per residential dwelling unit.
- Proposals shall be for once per week household garbage pickup at a minimum.

Proposals shall include the operation of two collection sites for recyclables, hazardous waste and large/bulky items.

Vendors may provide prices for additional services such as:

- Handling limbs/vegetative debris
- Handling furniture/bulky items

Qualified firms or individuals desiring to provide the required services must submit five (5) proposal packages in a sealed envelope or similar package marked "Sealed Proposals for HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32347, to arrive no later than , local time, on . **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **9:00 A.M.** local time, or as soon thereafter as practical, on , in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, located at 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, OR from the Taylor County Board of County Commissioners website at www.taylorcountygov.com .

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:

Gary Wambolt
Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P.O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

GENERAL PROPOSAL INFORMATION

1. Proposals must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32347 to arrive no later than 4:00 P.M., local time.
2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
3. Proposals must be in a sealed plainly marked "**HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES**" on the outside.
4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S.287.133 (3) (a).
6. Proposals shall be opened and read aloud on at in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
7. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

The County may also request additional information from Proposers at any time prior to final approval of a selected Proposer. The County reserves the right to reject any or all proposals, or to negotiate modifications or proposals submitted; and accept part or all of the proposals on the basis of considerations other than process or cost. Final approval of a selected Proposer is subject to the action of the Taylor County Board of County Commissioners.

The County may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include, but not be limited to, current or past customers of the organization, on-site inspection of the firm's operation, on-site inspection of the landfill and recycling sites.

Selection and Evaluation of Bids

Considerations will include:

- Quality of service, methods for satisfying customers, company values, management style, and commitment to the County (20%)
 - Cost of Service (40%)
 - Firm's background and related experience, (with a minimum of five (5) years of experience in providing refuse collection services) (20%)
 - Company experience in operating under a performance based contract (20%)
8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.
 9. The Taylor County Board of County Commissioners will enter into a contractual agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
 10. Proposals **MUST** be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. (850) 838-3506.
 11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.
 12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-Verify Memorandum of Understanding and Registration verification may be used for certification.

13. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
15. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347
16. For additional information, contact:
Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal information referenced above.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).
- _____ 5. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(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 : _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"
SPECIFICATIONS
FOR HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA

Table of Contents

<u>SECTION</u>	<u>TITLE</u>
1	GENERAL SYSTEM INFORMATION
2	DEFINITIONS
3	INFORMATION FOR PROPOSERS
4	PROPOSAL FORM
5	AGREEMENT

SECTION 1

GENERAL SYSTEM INFORMATION

1.1 GENERAL SERVICES/HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES

1.2.1 Customer Profile: Taylor County is seeking proposals for Household Public Waste Collection Services. Taylor County includes approximately 9,568 residential dwelling units and collects an annual assessment to cover the cost of solid waste services.

1.2.1 Refuse Disposal: Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

- a. The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$5.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. NOTE: All MSW is required to be transported to the referenced landfill with the exception Vegetative Debris/Limbs and Recyclable materials.

Additional information about the County and its solid waste service may be obtained from:

Gary Wambolt, Environmental Services Director
3750 Highway 98 West
Perry, FL 32347
850-838-3533

SECTION 2

DEFINITIONS

2.1 REFUSE

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

2.2 SOLID WASTE

“Solid Waste” shall mean all residential garbage and trash in containers.

2.3 CURBSIDE

“Curbside” shall mean the area that extends ten (10) feet from the edge of the roadway toward each residential/commercial unit.

2.4 RESIDENTIAL UNIT

“Residential Unit” includes all residential solid waste customers.

2.6 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

2.7 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

2.8 HAZARDOUS MATERIALS

Hazardous waste shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

2.13 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

2.14 SURETY

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

2.15 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

SECTION 3

INFORMATION FOR PROPOSERS

3.1 RECEIPT

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, _ _____, 2023.

3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package **marked "Sealed Proposals/Bids for Household Public Waste Collection Services"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

3.3 FORM

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that

there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSALS. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount at least equal to the annual Contract price with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

A CASH BOND is acceptable in place of a PERFORMANCE BOND.

3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute

the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

3.15 QUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

3.18 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

3.19 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

SECTION 4

PROPOSAL FORM

4.1 INTRODUCTION

4.1.1 General: The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of five (5) years of experience in providing refuse collection services, for consideration to provide **curbside Household Public Waste Collection Services**. On a scheduled collection day, each selected Proposer will collect and remove residential solid waste, routine yard trash, and furniture and appliances from Assessed Parcels within its assigned Service Area and transport these materials to the County's designated facility, all in accordance with the Agreement requirements. A map of the proposed 2024 Service Areas has been provided within Attachment "5". 7 | Page The Service Area map does not represent a professional survey. The mapping data, including the total Assessed Parcels, has been abstracted to generally depict the two Service Areas for purposes of responding to this RFP. Accordingly, the map and data are provided for illustrative purposes only, without any warranty or any representation of accuracy, timeliness, or completeness. Each Proposer acknowledges and accepts all inherent limitations of the map, including the fact that (1) the map is dynamic and in a constant state of maintenance, correction and revision; and (2) the Service Areas may be amended, modified, divided, consolidated or otherwise revised at any time, including, without limitation, during the RFP solicitation and evaluation, or the term of an Agreement with a successful Proposer. Each selected Proposer shall be solely responsible to furnish all labor, vehicles, fuel, tools, equipment including but not limited to the purchase and installation of Sonrai RFID hardware, and any other necessary resources to meet the stated objective outlined by the Agreement to the satisfaction of the County in a manner consistent with professional ethical practices.

4.1.2 Term of Contract: The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

4.1.3 Base Rates: The Proposer is required to submit base rates for once a week and twice a week curbside collection services and rates for special services, such as pick up for appliances, tree debris and furniture/bulky items.

4.1.4 Collection of Service Requirements: The Proposer is required to provide a brief statement as to any service requirements that may be required of customers

4.2 PROPOSAL FORM

4.2.2 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the

information requested in accordance to the format contained in these specifications. Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.

- 4.2.3** The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price. **No faxed bids will be accepted.**

**HOUSEHOLD PUBLIC WASTE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM
(Submit in Duplicate)

**DISPOSAL OF SOLID WASTE AT AUCILLA
AREA SOLID WASTE LANDFILL**

PROPOSER: _____

DATE: _____

TO: Taylor County Board of County Commissioners
P.O. Box 620
Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Household Public Waste Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

Item 1. Base Rates :

**PROPOSALS SHALL INCLUDE THE OPERATION OF TWO
COLLECTION SITES FOR RECYCLABLES, HAZARDOUS WASTE
AND LARGE/BULKY ITEMS.**

PRICE PER HOUSEHOLD FOR ONCE PER WEEK PICKUP

IN FIGURES: \$ _____ IN WORDS: _____

PRICE PER HOUSEHOLD FOR TWICE PER WEEK PICKUP:

IN FIGURES: \$ _____ IN WORDS: _____

1) PRICE FOR PICKUP OF:

APPLIANCES:
IN FIGURES: \$ _____ IN WORDS: _____

TREE DEBRIS:
IN FIGURES: \$ _____ IN WORDS: _____

FURNITURE/BULKY ITEMS:
IN FIGURES: \$ _____ IN WORDS: _____

CONSTRUCTION DEBRIS:
IN FIGURES: \$ _____ IN WORDS: _____

Equipment:

- a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.
- c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

Item 3. All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on a monthly basis. The Contractor shall remit the franchise fee to the County on a quarterly basis in arrears for revenue received for services provided within thirty (30) days after the end of the quarter.

Item 4. Option to Renew: The initial term of the agreement will automatically be extended for one successive additional 5-year terms, unless either party notifies the other party in

writing, not less than 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.

Item 5. Terms of Specifications: When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will not apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, has hold harmless clause, length of time the Contractor been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, franchise fees, etc., to cover the service of the several kinds called for.

The Proposer understands that they do not have sole proprietorship of containers in the County and that residential owners have the option to solicit services from other businesses.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

Notice of award should be mailed, telegraphed or delivered to the undersigned at the following address:

Firm Name (Typed)

Address (Typed)

City

State

Zip

CORPORATE SEAL
(If a Corporation)

By _____
Name (Typed)

Signature

Title

License Number (if applicable)

Acknowledgement is hereby made of receipt of the following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

SECTION 5

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, , by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide *Household Public Waste Collection Services* throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

ARTICLE I. DEFINITIONS

1. COUNTY – Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR - _____

ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE III. COLLECTION SERVICE REQUIREMENTS

- a) The Contractor shall collect debris that is stored in containers and transported by the resident to the area that extends ten (10) feet from the edge of the roadway toward each residential/commercial unit.
- b) Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any refuse spilled by the Contractor must be picked up immediately by the Contractor.
- c) Storms, Emergencies, Disaster, etc.:
 - a. In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 - b. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.
 - c. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.
- d) Parking Trucks: Trucks shall not be parked in residential areas except for loading purposes.

2. Schedules and Routes:

- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will

cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.

- b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 - i. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.
 - ii. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

3. Quality of Service:

a. Character of Personnel Equipment:

1. General: The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.

Uniforms: Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name)

2. Operator's License: Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
3. Dismissal: The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
4. Safety: The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

- b. **Cooperation of Contractor Required:** The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.

- c. **Collection Procedures:** All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.
 - 1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.

 - 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.

 - 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.

- c. **Complaints:** All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.

e. Performance Standard:

1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
 - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;
 - b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a Bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractors for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any

of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

4. Equipment:

- a) The vendor will be required to provide a cart of not less than eighty (96) gallons for each occupied home to be serviced on a weekly basis.
- b) Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- c) Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.
- d) Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- e) Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

a. **Disposal of Refuse:**

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

ARTICLE IV. INDEMNIFICATION

- 1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself)

including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:

The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.

The Contractor will designate, in writing, the person or persons who will serve as liaison between his/her organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his/her designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services

Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:

- a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
- b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pick-up unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
- c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
- d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.

9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.

10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur; or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his/her surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the

Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.

11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. Adoption of New Ordinances: The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. Legal Compliance: The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his/her surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his/her agents or employees.
3. Choice of Law: This agreement is made in the State of Florida and shall be governed by Florida law.
4. Venue: The State of Florida Courts located in Taylor County, Florida, shall be proper venue for litigation involving this Contract.

ARTICLE VII. REPORTS OF OPERATIONS

1. Record Keeping: The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

2. Record Reporting: Semiannually, the Contractor will agree to submit to the County a written report showing:

- a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them.
- b. Any other operational reports which the County may request including but not limited to: Number and Name of customers, containers and number of frequency of pick-up.

ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.

2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his/her own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation:	Statutory
Employer's Liability:	\$500,000 each accident

3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his/her own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Property Damage Liability:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his/her own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold

harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

5. Hold Harmless Agreement: The Contractor and his/her surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his/her agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.
6. Certificate of Insurance: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

“Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator”.

ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his/her own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his/her interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his/her partners, successors, assigns and legal representatives to the

other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.

- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

COUNTY: Taylor County

CONTRACTOR: _____

BY: _____

BY: _____

Jamie English, Chairperson

ATTEST:

NOTARY PUBLIC:

BY: _____
Gary Knowles, Clerk of the Court

AFFIX COUNTY SEAL:

My Commission Expires on: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called CONTRACTOR,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

hereinafter called OWNER, in the total aggregate penal sum of

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the Household Public Waste Collection Services, throughout the unincorporated area of Taylor County.

NOW, THEREFORE, if the CONTRACTOR shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and if the CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract of the Load Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

(Contractor) Secretary

CONTRACTOR

(SEAL)

BY _____ (s)

(Witness as to Contractor)

(Address)

(Address)

SURETY

ATTEST:

Witness to Surety

BY _____
Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: *Household Public Waste Collection Services for Unincorporated Taylor County, Florida*

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its Request for Proposals dated _____, 2023, and Information for Proposers.

You are hereby notified that your PROPOSAL has been accepted.

You are required by the Information for Proposers to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND and certificates of insurance within 60 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and Furnish said BONDS within 60 days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2023.

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

NOTICE TO PROCEED

PROJECT: Household Public Waste Collection Services For Unincorporated Taylor County, Florida

TO: _____

DATE: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, and for the initial term you are to complete the WORK within 1,825 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

PUBLIC ENTITY CRIMES STATEMENT

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

9. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

10. This sworn statement is submitted by _____
(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: _____.)

11. My name is _____ and my relationship to the entity
name above is _____.

12. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

13. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

14. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

15. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

16. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

FORM PUR 7068 (Rev. 11/89)

BIDDER MAILING LIST

Waste Management of Leon County
3001 Commonwealth Blvd.
Tallahassee, FL 32303
850-574-3000

Waste Pro of Florida, Inc.
Attention: Bob Hyres
P.O. Box 6862
Longwood, FL 32791

Veolia Environmental Services
Attention: Alicia New
2995 Wetherington Lane
Valdosta, GA 31603

Republic Services
218 Morgan Ave.
Jacksonville, FL 32254

Emerald Waste Services
Attention: Patrick O'Neil
7833 McElvey Road
Panama City Beach, FL 32408

Pop's Sanitation Services
Attention: Tommie Hardy
300 Industrial Drive
Monticello, FL 32344

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of request to advertise, request for proposal documents and contract for the leasing of 296+ acres for the harvesting of saw palmetto berries.



MEETING DATE REQUESTED:

May 16, 2023

Statement of Issue: To consider approval of RFP documents, contract, and request to advertise.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 Ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners has annually approved the request for proposals for the Leasing of property for the harvesting of saw palmetto berries. Staff has prepared RFP, notice, and agreement for approval for the 2023 season.

Options: APPROVE/NOT APPROVE/REVISE

Attachments: Notice
Request for Proposals
Contract



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00pm**, local time, on June 12, 2023. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6:10pm local time, or as soon thereafter as practical, on June 20, 2023 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

For additional information and a bid package contact:

LaWanda Pemberton
201 E. Green Street
Perry, FL 32347
(850) 838-3500 Ext 6

lpemberton@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida



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Perry, FL 32347
(850) 838-3500 Ext 6

lpemberton@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, June 12, 2023.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **“for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.”**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on **June 20, 2023 at 6:00 p.m.** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 6

BIDDER INFORMATION

1. **Proposal:** The bidder's proposal shall include the percentage the bidder will pay per pound of Saw Palmetto Berries harvested.

The bidder must lease all 296 ± acres. The acreage will not be divided into parcels.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

Saw Palmetto Berries are typically harvested during the late summer or early Fall. The berries will persist on the plant for several weeks.

The property can be inspected weekdays by appointment by contacting LaWanda Pemberton at 850-838-3500 ext. 6 or lpemberton@taylorcountygov.com. Maps can be provided upon request.

Bid will be awarded according to maximum revenue generated for the County.

The method of compensation will be on a per pound basis. Scale tickets or a mutually agreed upon tracking ticket will be used to monitor, track loads and ensure correct payment.

Payment for the crop year will be due by November 30, 2023.

This agreement will be for a period of one (1) year.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of saw palmetto berries.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of Saw Palmetto Berry operations.

The successful bidder will be responsible for the property security related to the preparation and maintenance and the harvest of Saw Palmetto Berries and their employees which have access to the property.

The successful bidder understands that equipment operation and movement will be coordinated with management.

The successful bidder understands that:

- The property will be left in the original condition during and after operations pertaining to this contract.
- All adjoining and interior roads will be kept in good conditions at all times.
- There will be no damage to trees or other resources.
- Wildlife is abundant in these areas and will not be harmed.
- No activities other than specified work are to be performed on this property.
- No debris will be left on site.
- Must provide at a minimum one person fluent in English on-site every day of harvest.
- The County is not responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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PROJECT IDENTIFICATION: THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and

all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2023.

Payment for harvest will be due by November 30, 2023.

Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 6
lpemberton@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

8. **BIDDER AGREES TO LEASE. 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE PERCENTAGE _____ OF THE GROSS SALE. (This MUST be filled out by Bidder.)**

SUBMITTED on _____, 2023

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNERSHIP:

By: _____ (seal)

Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)

Name of Person Authorized to Sign

(Corporate Seal) _____

Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECK-LIST

Check Items Included

With Bid:

- _____ 1. Written Bid Quotation.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the
General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption
Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by
Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH
BID SPECIFICATIONS**).
- _____ 5. If a Bid Bond is required, **it must be submitted with the bid** in the
amount of five percent (5%) of the bid amount.
If a performance Bond is required, the successful bidder must provide same prior
to the County accepting the contract.
- _____ 6. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

The Bid Check-List **must be included with the submitted bid.**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

day of _____, _____.

NOTARY PUBLIC

My commission expires: _____



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CONTRACT

THIS CONTRACT, made the _____ day of _____, 2023 between TAYLOR COUNTY, hereinafter called the COUNTY and _____, Hereinafter called the CONTRACTOR,

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see the attached General Bid information.

2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. LaWanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward 35% of the gross sale to the County by check instanter.
3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.
 - A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.
 - B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.
 - C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.

4. PRESERVATION OF PROPERTY. Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

- A. The property will be left in the original condition during and after the harvesting of the palmetto berries.
- B. All adjoining and interior roads will be kept in good condition at all times.
- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

5. ASSIGNMENT. This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. ADDITIONAL PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured. Certificates of such insurance shall be filed with the county prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, and Environmental Protection Agency.

11. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

12. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.

13. APPLICABLE LAW AND VENUE: This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.

14. COMPONENTS PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

15. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project: _____

16. LITIGATION, ATTORNEY'S FEES. If any litigation arises out of this Contract, the prevailing party is entitled to attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this instrument to be executed in _____ original counterparts this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

BY: _____
Jamie English, Chair Person

BY: _____
Contractor

ATTESTED: _____
Gary Knowles, Clerk

WITNESS: _____
For the Contractor

WITNESS: _____
For the Contractor