



**CINDY STUART**  
**CLERK OF COURT & COMPTROLLER**  
**HILLSBOROUGH COUNTY, FLORIDA**  
**INVITATION TO BID**  
**FOR**  
**MOBILE ON-SITE SHREDDING SERVICES**

**INVITATION TO BID NUMBER 01/24**

**February 23, 2024**

**TABLE OF CONTENTS**  
**INVITATION TO BID NUMBER 01/24**

	PAGE
PART I NOTICE – INVITATION TO BID	4
PART II INTRODUCTION	5
A. Objective	5
B. Definitions	5
C. Schedule	7
D. Instructions to Bidders	7
E. Standard Terms and Conditions of the Bid	11
F. Evaluation and Selection Criteria	13
PART III DETAILED SPECIFICATIONS	15
A. Introduction	15
B. Acronyms used within this Invitation to Bid	15
C. Scope of Services/Minimum Services Required	16
D. Bidder Qualifications and Experience	18
E. Personnel	19
F. Clerk Responsibilities	19
PART IV BID	20
A. Attachment 1: Bid Submittals	20 & 24
B. Attachment 2: Bid Conflict of Interest	20 & 25
C. Attachment 3: References	21 & 26
D. Attachment 4: Terminations/Rejections/Suits	21 & 27
E. Attachment 5: Deviations	21 & 28
F. Attachment 6: Statement on Public Entity Crimes	21 & 29
G. Attachment 7: Equal Employment Opportunity Statement	22 & 31
H. Attachment 8: Business Information Affidavit and Non-Resident Business Certification	22 & 32
I. Attachment 9: Indemnification and Insurance Requirements	22 & 34
J. Attachment 10: Certification Regarding Debarment	22 & 37
K. Attachment 11: Certification Regarding Scrutinized Companies	22 & 39

**TABLE OF CONTENTS**  
**INVITATION TO BID NUMBER 01/24**

	PAGE
L. Attachment 12: National Association for Information Destruction Inc (NAID) Certification	22 & 41
M. Attachment 13: Diversity and Community Service	23 & 42
N. Attachment 14: Personnel Information	23 & 43
O. Price Sheet Summary	23 & 44
PART V LETTER OF INTENT	45
PART VI MOBILE ON-SITE SHREDDING SERVICES DRAFT AGREEMENT	46
PART VII STATEMENT OF NO BID	64

**INVITATION TO BID NUMBER 01/24**

**PART I**

**NOTICE**

**CINDY STUART, CLERK OF COURT & COMPTROLLER,  
HILLSBOROUGH COUNTY, FLORIDA, IS ACCEPTING BIDS  
FOR  
MOBILE ON-SITE SHREDDING SERVICES**

All Bids must be e-mailed to the Clerk of Court & Comptroller, Purchasing Department at [Purchase@hillsclerk.com](mailto:Purchase@hillsclerk.com), and received no later than 2:00 P.M. (Local Time), Monday, March 18, 2024.

Documents may be obtained on our website, [hillsclerk.com](http://hillsclerk.com).

Pursuant to the Laws of Florida, a Bid under this advertisement will also allow agencies such as chartered municipalities, local public agencies, boards or other governmental authorities existing within the State of Florida to purchase goods or services during the effective period of the contract under the same terms and conditions as the awarded contract, including price.

# INVITATION TO BID NUMBER 01/24

## PART II

### INTRODUCTION

#### A. OBJECTIVE

The Clerk of Court & Comptroller of Hillsborough County, Florida (“Clerk”), will select the Bidder determined to have submitted the most responsive and responsible Bid, based upon the selection criteria, to enter contract negotiations. This does not mean that all aspects of the selected Bid are acceptable to the Clerk, and the Clerk reserves the right to modify or reject Bids as deemed necessary to ensure the satisfactory purchase of these services. It is the Clerk’s intent to contract Mobile On-Site Shredding Services from a single Bidder; however, the Clerk reserves the right to enter into additional agreements/purchase orders for like services/products with other suppliers. Selection of a Bid constitutes a commitment by the Clerk to enter into negotiations with the Bidder for the purpose of executing an Agreement satisfactory to both parties. Selection of a bid does not mean that the contract has been awarded.

Nothing in this section replaces or supersedes anything in the Invitation to Bid documents, and Bidders are cautioned not to rely on this section as a substitute for reading and complying with the Invitation to Bid documents.

#### B. DEFINITIONS

The following terms referenced within this Invitation to Bid are defined as follows:

1. **Addendum/Addenda**

Additional instructions or terms and conditions issued in writing by the Clerk prior to selecting a final Bid.

2. **Agreement/Contract**

The enforceable Agreement that results from a successful solicitation or procurement. The parties to the Contract will be the Clerk and Contractor.

3. **Attachments**

Documents included in the Invitation to Bid to be completed by the Bidder and returned as the Mobile On-Site Shredding Services Bid for the Clerk.

4. **Bid**

Documents to be completed and submitted with all required attachments, in accordance with this Invitation to Bid (see PART IV).

5. **Bidder/Contractor**

Any person, entity, firm, contractor, organization or supplier qualified and capable of providing the requested product(s) or service(s) in accordance with this Invitation to Bid.

6. **Clerk**

Cindy Stuart, Clerk of Court & Comptroller for Hillsborough County, Florida, a constitutional officer of Florida, and her successors in office.

7. **Confidential Information**

Confidential Information of the Clerk includes any information deemed confidential under Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) Disclosure regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is independently developed by Recipient without restriction pursuant to judicial action or government regulation.

8. **Day**

One (1) consecutive period of twenty-four (24) hours or one (1) calendar day when used in the Bid documents

9. **Disclosure**

The party providing confidential information to the Recipient.

10. **Fiscal Year**

October 1 through September 30.

11. **Letter of Intent**

Letter to inform the Clerk of a Bidder's intent to submit a Bid (see PART V).

12. **Product**

Any deliverable under the Contract, which may include goods or commodities, equipment, technology hardware, technology software including licenses, technology, connectivity to facilities such as fiber optic runs and services including professional services.

13. **Purchase Order**

A written agreement formalizing the terms and conditions under which a Vendor furnishes commodities or contractual services to the Clerk.

14. **Recipient**

The party receiving confidential information from the discloser.

**15. Invitation to Bid (ITB)**

The solicitation of Bids from Bidders by the Clerk as described in this document.

**16. Responsible Bid**

A Bid indicating past performance, business and financial capabilities are such that the Bidder would be judged by appropriate authority to be capable of satisfying the Invitation to Bid.

**17. Responsive Bid**

A Bid which appears capable of satisfying the specifications and terms and conditions set out in this Invitation to Bid.

**18. Vendor**

A person or entity that may provide or is providing commodities or contractual services under a Purchase Order or Contract.

**C. SCHEDULE**

**1. Letter of Intent**

Should be completed and received by the Clerk by Friday, March 1, 2024.

**2. Bid Deadline**

All Bids must be received by 2:00 P.M., Monday, March 18, 2024.

**3. Bid Selection**

Within thirty (30) days of Bid Deadline.

**D. INSTRUCTIONS TO BIDDERS**

**1. Letter of Intent**

The Letter of Intent should be completed and received by the Clerk no later than Friday, March 1, 2024 by each Bidder in receipt of this Invitation to Bid intending to submit a Bid. Letters of Intent may be e-mailed to the Clerk of Court & Comptroller Purchasing Department at [purchase@hillsclerk.com](mailto:purchase@hillsclerk.com). The Clerk will use information in the Letter of Intent to issue Invitation to Bid Addenda and other announcements as may be required.

**2. Bid Document Compliance**

The Bidder is solely responsible for reading and completely understanding the Invitation to Bid documents.

### 3. **Bid Questions**

Bidders are hereby notified not to contact any member of the Selection Committee or any member of the Clerk's staff, except as provided herein regarding this Invitation to Bid until such time, as a contract has been awarded. All inquiries pertaining to this Invitation to Bid shall be made in writing or by e-mail and directed through the Purchasing Department. Failure to abide by this condition of the Invitation to Bid may be cause for rejection of the Bid. All bid questions must be submitted prior to the Bid deadline. No questions will be accepted after the Bid deadline.

#### a. General

Each Bidder submitting a Bid shall examine the Invitation to Bid and Attachments and shall judge all matters relating to the adequacy and accuracy of such documents.

#### b. Clarification/Interpretation

Bidders should submit written inquiries concerning clarification or interpretation to:

Clerk of Court & Comptroller  
Attention: Purchasing Department  
P.O. Box 1110  
Tampa, Florida 33601

E-Mail: [purchase@hillsclerk.com](mailto:purchase@hillsclerk.com)

### 4. **Complete Bid**

Bidders must complete and return PART IV, Bid, with required Attachments.

### 5. **Deviations**

Deviations from the Invitation to Bid documents need to be listed in the Bid, PART IV, Attachment 5, entitled "Deviations." Deviations may be grounds for rejection of the Bid (see PART IV, Item E).

### 6. **Addenda**

The Clerk reserves the right to modify the scope of the Invitation to Bid. Changes to the Invitation to Bid will be emailed to the Bidders that have returned a Letter of Intent (see PART V).

### 7. **Bid Deadline**

Deadline for receiving Bid: 2:00 P.M. (Local Time), Monday, March 18, 2024.

### 8. **Bid Delivery**

All Bids must be e-mailed to the Clerk of Court & Comptroller, Attention: Purchasing Department, at [purchase@hillsclerk.com](mailto:purchase@hillsclerk.com), and received no later than 2:00 P.M. (Local Time), Monday, March 18, 2024. The delivery of said Bid prior to the deadline is solely and strictly the responsibility of the Bidder. Under no circumstances will Bids delivered after the receipt time specified be considered.

**9. Bid Cost**

The Clerk is not responsible for any costs incurred by the Bidder in responding to this Invitation to Bid.

**10. Bid Signature**

Original Bids must be signed by an authorized corporate officer, principal, or partner (as applicable).

**11. Clarification**

The Clerk reserves the right to seek clarifying information regarding any Bid. Any clarifying information provided by the Bidder shall be in writing, and shall become part of their Bid.

**12. Rejection of Bids**

The Clerk, at her sole discretion, reserves the right to reject any and all Bids and to waive any informality concerning the Bids whenever such rejection or waiver is in the best interest of the Clerk. The Clerk reserves the right to reject the Bid of any Bidder who has previously failed to perform properly, who has failed to complete contracts on time, or who is judged not in a position to satisfy this Invitation to Bid.

**13. Delivery of Goods/Services**

The Bidder's price shall be for F.O.B. destination, with inside delivery of all materials to the following location:

Clerk of Court & Comptroller  
Records Management Department  
2526 Falkenburg Road  
Tampa, FL 33619

**14. Transportation**

If applicable, the Bidder's price must include all transportation and other delivery charges, and the successful Bidder shall also be responsible for subsequent transportation charges if the goods or services do not meet the requirements of the Agreement.

**15. Bid Errors or Conflicts**

In the event of error in the extension of Bid prices, the unit prices shall govern. In the case of conflicts in the Bid, the better price, condition or response as determined by the Clerk shall be given precedence in evaluating the Bid.

**16. Bid Prices**

Bid prices will remain firm for ninety (90) days after Bid deadline.

**17. Issuing Office**

The Clerk of Court & Comptroller, Hillsborough County, Florida, is the issuing office.

**18. Contract Negotiations**

An Agreement(s) will be negotiated with the Bidder submitting the most Responsive and Responsible Bid in accordance with selection criteria, provided said Bid is in the best interest of the Clerk.

**19. Bid Selection**

The successful Bidder will be notified by the Clerk in writing. Selection is not final until written notice is received by the successful Bidder. Selection shall be made in accordance with the procedure described in Part II, Section F.

**20. Contract Signing**

The Bidder selected for negotiation will be required to sign a Contract. The Agreement will incorporate all requirements of the Invitation to Bid, and Addenda thereto, including the Bid submitted by the selected Bidder. The Agreement must contain the names of a designated representative and an alternate. The designated persons must have the authority to make timely decisions regarding handling of Contract services and the application of any company policy in the normal course of business.

**21. Clerk's Contract Representative**

The Clerk's Contract Administrator, Julian Mendez is responsible for contract execution; (813) 307-7039. The Clerk's Records Management Associate Director, Syed Asif, will be responsible for project management and deliverables; (813) 276-2729 ext. 4763.

**22. Americans with Disabilities Act (ADA)**

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this Invitation to Bid should contact Julian Mendez, ADA Coordinator, no later than seven (7) days prior to the proceeding, at (813) 276-2029, extension 7039 or via Florida Relay Service (TDD) for the hearing impaired at 1-800-955-8771.

**23. Evaluation Committee**

An Evaluation Committee appointed by the Clerk will be used to evaluate the Bids. These individuals will evaluate each qualified Invitation to Bid response. Individually these committee members will award points to the Bids based on the Evaluation and Selection Criteria outlined in Part II, Section F.

## 24. **Non-Discrimination**

The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, handicap, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Bidder assures the Clerk that said Bidder is in compliance with the above and with all applicable laws concerning discrimination. The Bidder understands that this Agreement is conditioned upon the veracity of Attachment 7, entitled "Equal Employment Opportunity Statement."

## 25. **Diversity and Community Service**

Diversity and Community Service are important issues to the Clerk's Office. As such, the Clerk is interested in how the Bidder promotes diversity within its organization. Attachment 13, entitled "Diversity and Community Service" requests responses from the Bidder regarding these important issues.

## **E. STANDARD TERMS AND CONDITIONS OF THE BID**

1. This purchase is subject to and incorporates the Clerk CONTRACT TERMS AND CONDITIONS ("CLERK-TERMS") dated July 26, 2023, as found at the following link: [Contract Terms and Conditions](#). Should any conflict arise between the CONTRACTOR's TERMS and CLERK-TERMS, only CLERK-TERMS shall be enforced as part of the agreement to the exclusion of CONTRACTOR TERMS
2. The Clerk reserves the right to request an interview with any Bidder to determine service capabilities in greater detail and to clarify any unclear areas in the Bid. This may include a site visit to the Bidder's facilities. The Clerk will not be liable for any costs incurred by the Bidder in connection with such an interview (i.e., travel, accommodations, etc.).
3. In the event the Clerk and the successful Bidder cannot execute a Contract within thirty (30) days of such selection, the Clerk reserves the right to select another Bidder, or to call for new Bids.
4. By submitting a Bid, the Bidder certifies that he/she has fully read and understands this Invitation to Bid and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

5. The Bidder shall furnish such additional information as the Clerk may reasonably request. The Clerk reserves the right to conduct investigations into the qualifications of the Bidder as she deems appropriate.
6. The Clerk is governed by the Public Records Law, Chapter 119, Florida Statutes (2023). Only trade secrets as defined in Section 812.081, Florida Statutes, shall be exempt from disclosure. In the event that a Bidder submits trade secret information, the information must be clearly labeled Trade Secret. The Clerk will maintain the confidentiality of such trade secrets to the extent provided by law. All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk reserves the right to use any or all ideas presented in any response to this Invitation to Bid. Selection or rejection of any Bid does not affect this right.
7. It is understood that any Bidder awarded a contract under this Invitation to Bid shall maintain the appropriate insurance(s) as indicated in Attachment 9, entitled "Indemnification and Insurance Requirements", for the total time period of this Contract including any extensions.
8. These Bid documents do not attempt to list the federal, state, or county laws, ordinances, rules, or regulations that may affect the Bidder's Bid or the performance of the Agreement. Lack of knowledge by the Bidder will not relieve the Bidder from compliance with the law or performance as required under the Agreement. The successful Bidder must furnish all necessary licenses and permits required.
9. **Additional Agreements**  
In instances where applicable, additional Agreements may be incorporated into the Contract between the Clerk and the successful Bidder. All Agreements entered into must be signed by authorized representatives of both parties.

**F. EVALUATION AND SELECTION CRITERIA**

1. The Clerk seeks a qualified Bidder to provide Mobile On-Site Shredding Services as described in Part III, Detailed Specifications, of this Invitation to Bid. An evaluation, ranking and justification of the Bids will be made by the Clerk’s evaluation committee. The Evaluation Committee shall conduct an evaluation of all Bidders on the basis of the information provided with the Bid and other evaluation criteria as set forth in this ITB. The evaluation criteria are set forth below:

<b>Criteria</b>	<b>Maximum Possible Points</b>
Pricing	60
Qualifications and Experience of Bidder and Personnel	20
References	5
Diversity & Community Service a. Diversity and Community Services of the Organization (Attachment 13) b. Florida certified minority, woman, or veteran business enterprises or registered small business (Attachment 8)	15
<b>TOTAL SCORE</b>	<b>100</b>

2. Formula for awarding points for Pricing:

Points awarded for the Pricing portion of the bid will be based on the following formula:

$$\frac{\text{Lowest Cost Bid}}{\text{Divided by Other Bidder's Price}} \times \text{Maximum Points (60)} = \text{SCORE}$$

3. All Bidders will be ranked in descending order according to total points.
4. If there are five (5) or more Bidders, the Clerk reserves the right to invite the top ranked Bidders to provide oral presentations. A second evaluation and ranking will be made after the oral presentation.
5. The Clerk may seek additional information after Bid deadline for purposes of clarification. Such clarification information shall be provided by the Bidder in writing and shall become part of their Bid.
6. Selection will be made to the highest ranked Responsive and Responsible Bid.

7. After selection by the Clerk of the highest ranked Bidder, the parties will enter into contract negotiations. If the parties are unable to negotiate an Agreement within thirty (30) days, the Bidder will be notified in writing that negotiations are terminated and the Clerk shall have no further obligations under Invitation to Bid #01/24 to the Bidder. The Clerk will then commence negotiations with the next highest ranked Bidder. At the option of the Clerk, this process will continue until an Agreement is executed.

**INVITATION TO BID NUMBER 01/24**

**PART III**

**DETAILED SPECIFICATIONS**

**A. INTRODUCTION**

The Clerk is currently seeking to procure Mobile On-Site Shredding Services. The Clerk intends to select one Bidder to deliver the services described herein as determined by the most Responsive and Responsible Bid based on the selection criteria. The Clerk may award a contract to the best service provider, which may not be the lowest Bidder. The Clerk reserves the right not to award some or all of the services contemplated herein. This does not mean that all aspects of the selected Bid are acceptable to the Clerk, and the Clerk reserves the right to modify or reject terms and conditions proposed by the successful Bidder as deemed necessary to ensure the satisfactory purchase of these services. It is the Clerk's intent to contract Mobile On-Site Shredding Services from a single Bidder; however, the Clerk reserves the right to enter into additional agreements for like services with other Bidders. Selection of a Bid constitutes a commitment by the Clerk to enter into negotiations with the Bidder for the purpose of executing an Agreement satisfactory to both parties. Selection of a bid does not mean that the contract has been awarded.

Nothing in this section replaces or supersedes anything in the Invitation to Bid documents, and Bidders are cautioned not to rely on this section as a substitute for reading and complying with the Invitation to Bid documents.

**B. ACRONYMS USED WITHIN THIS INVITATION TO BID**

- EIN**            - - **Employer Identification Number**
- FEIN**           - - **Federal Employer Identification Number**
- ITB**             - - **Invitation to Bid**
- NAID**           - - **National Association for Information Destruction, Inc.**
- USB**            - - **Universal Serial Bus**

## **C. SCOPE OF SERVICES/MINIMUM SERVICES REQUIREMENT**

The services to be performed shall include the following:

### **1. Location**

All shredding services will be performed on-site at the following location:

Clerk of Court & Comptroller  
Records Management Department  
2526 Falkenburg Road  
Tampa, FL 33619

All services must be provided on-site by employees of the Bidder. Subcontractors and 1099 contractors will not be considered.

### **2. National Association for Information Destruction, Inc. (NAID)**

Certification by NAID is required. NAID certified companies operate under a strict code. NAID conducts annual and random audits to ensure that certified members are in compliance with industry best practices, and legal and ethical standards.

Certification means that the Contractor has passed an audit by security professionals possessing Certified Protection Professional accreditation through the American Society for Industrial Security. A lapse of NAID certification during the term of the contract resulting from this ITB shall be cause for vendor removal from contract.

### **3. Scheduled On-Site Shredding Services**

For the purposes of this contract, Scheduled On-Site Shredding Services is defined as the collection and shredding of contents from security bins that are placed at the Clerk's Records Management facility. The Clerk will request a recurring shredding schedule depending on the anticipated need.

### **4. Unscheduled Shredding Services**

The Clerk is to contact the vendor for pre-scheduling of additional shredding services at least (48) hours in advance.

### **5. Pick-up Frequency**

Weekly on-site shredding services are required and to be conducted at a pre-determined time. Clerk's shredding services hours are 8 a.m. until 4 p.m. local time, Monday through Friday. The Contractor shall arrange with Records Management an appropriate time of day for scheduled pickups. The Contractor is responsible for being familiar with which days are holidays. If a scheduled pick up is on a holiday, the Contractor shall arrive for scheduled shredding services the next business day.

Schedules can be revised by the Clerk when needed with 48 hours notice.

## 6. **Containers**

Contractor will be required to supply ninety-six (96) gallon containers with lids to accommodate paper/records collection at no charge to the Clerk. The Contractor shall not limit the number of containers. Changes may be made by the Clerk to the size and number of containers with 48 hours notice.

### c. Placement of Containers

The Contractor shall place containers in the locations requested by the Clerk, provided the placement is in accordance with applicable fire codes. Contractor must be aware of these regulations.

### d. Ownership of Containers

The Contractor shall retain ownership of the containers. The Contractor shall agree that the Clerk shall not be responsible for any liability incurred by the Contractor or the Contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the Contractor.

### e. Use of Containers

All containers provided by the Contractor must be clearly marked for their intended use. The Clerk will be allowed to place additional non-permanent signage on containers at her discretion.

## 7. **Contractor Equipment**

- a. The Contractor shall have all necessary equipment required to perform all aspects of the document retrieval and destruction. The Clerk will not provide hand trucks or other equipment to assist the Contractor.
- b. The shredding equipment must have the capacity to handle the volume of material generated or produced through the course of government business and must safely and completely destroy all materials whether stapled, clipped, bound, etc. The shredding equipment must convert the material into small unreadable pieces which are mixed, compressed and secured until destroyed. The shredded material will be taken to the Contractor's facility, or to an off-site facility, where it will be destroyed by burning, mulching, pulping, shredding, or disintegrating.

## 8. **Vehicles**

The Contractor vehicle must be specifically designed for on-site shredding services. The vehicles shall have lockable cabs that remain locked when unattended. The vehicle shall be clearly marked with the corporate logo and/or name.

## 9. **Witnessed Shredding**

When confidential materials are to be shredded, a Clerk employee is required to witness the shredding process. Contractor shall accommodate a Clerk employee witnessing the destruction.

## 10. **Certificate of Destruction**

A Certificate of Destruction will be provided to the Clerk after each shredding service. The Certificate of Destruction must include:

- a. Location of agency facility;
- b. Date services provided;
- c. Number of containers processed;
- d. Signature and title of vendor employee performing service;
- e. Signature of Clerk's employee who witnessed destruction.

## 11. **Invoicing Requirements**

To expedite prompt payment, the Contractor must produce separate invoices for each on-site shredding service completed. The Contractor shall provide the following information on the invoice to the Department as follows:

- a. One (1) copy of invoice to be provided;
- b. Name and address of Contractor;
- c. Both contract number and purchase order number;
- d. Contractor's remittance address;
- e. Detailed description of shredding services provided, e.g. size and number of containers with itemized cost.

## **D. BIDDER QUALIFICATIONS AND EXPERIENCE**

1. Describe the Bidder's organization, date founded, ownership and other business affiliations.
2. Demonstrate how the Bidder has strong security controls, processes and procedures in place.
3. Outline Bidders experience with Mobile On-Site Shredding Services.

**E. PERSONNEL**

1. Criminal History Background Check.

All Bidder employees accessing Clerk locations and/or providing these services, must pass a background check.

2. All travel and expenses are to be included in the services pricing.

3. Provide information on personnel that will be directly involved in the management, service, and support of these services. This information shall be provided as Attachment 14, entitled "Personnel Information."

- a. Names
- b. Location
- c. Experience and qualifications
- d. Certifications
- e. Primary contact name.

4. Describe Bidder's policy on changing the primary contact person on an account.

**F. CLERK RESPONSIBILITIES**

The successful Bidder will have the full cooperation of the Clerk's records management staff and information necessary to meet the requirement set out in this Invitation to Bid and respond to reasonable inquires.

**INVITATION TO BID NUMBER 01/24**

**PART IV**

**BID**

**Mobile On-Site Shredding Services**

INVITATION TO BID NUMBER: **01/24**

BIDDER NAME: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

BIDDER REPRESENTATIVE: \_\_\_\_\_

BIDDER PHONE NUMBER: \_\_\_\_\_

BIDDER EMAIL ADDRESS: \_\_\_\_\_

IN WITNESS WHEREOF, the Bidder responds in accordance with the Bid Documents as follows:

**A. Bid Submittals (Attachment 1)**

Where appropriate, the Bidder shall submit the Bid with cuts, sketches, descriptive literature and complete specifications for the goods/services proposed and offered, including environmental requirements; all such materials to become the property of the Clerk. This section will include the Bidder's complete response to this Invitation to Bid to include responses to questions and requested information throughout Part III, Detailed Specifications, not otherwise requested with other Attachments.

This section should clearly reflect why the Bidder should be selected above all other Bidders.

The above information shall be written on Attachment 1, entitled "Bid Submittals".

**B. Bid Conflict of Interest (Attachment 2)**

The award hereunder is subject to the provisions of PART III of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director or agent who is also an employee of the Clerk. All Bidders must disclose on Attachment 2, entitled "Bid Conflict of Interest" the name of any Clerk employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's organization or any of its branches, or of any sub-contractor. If there are no conflicts as described above, the Bidder shall so state in the Attachment.

**C. References (Attachment 3)**

The Bidder shall submit a minimum of three (3) references: including county or local governmental references, if possible. The Bidder shall submit references reflecting work experience with organizations requesting similar diversity as required in the Bid Specifications. Please include one reference for a new client that implemented your services in the past 12 months. The Bidder must provide locations, client/contact names, addresses, phone numbers, services provided and the length of time Bidder has worked for each reference submitted. The above information shall be written on Attachment 3, entitled "References".

**D. Terminations/Rejections/Suits (Attachment 4)**

The Bidder shall respond to the questions presented in Attachment 4, entitled "Terminations/Rejections/Suits". The intent of this Attachment is to confirm every occasion that a client has terminated or not renewed the Bidder's Contract due to non-performance; occasions when the Bidder's Bid involving any item contained in this Bid was rejected, and every occasion the Bidder has been involved in a lawsuit involving the performance of any item contained in this Bid. If there are no terminations/rejections/suits as described above, the Bidder shall so state in the Attachment.

**E. Deviations (Attachment 5)**

The Bidder shall state every deviation to the Bid documents upon which the Bid is based. Otherwise, the Bid will be considered as being made in strict compliance with and subject to the Bid documents, and any deviations contained in the Bid, but not specifically described in the deviations Attachment shall be waived. In the instances in which a deviation is listed in Attachment 5, the Bid may be rejected by the Clerk for failure to meet exact requirements; except, however, said Bid may not be subject to rejection where, in the sole discretion of the Clerk, the deviation is considered to be non-material, equal to, or better than the requirements of the Bid documents, or where such deviation does not destroy the competitive character of the Bid or the Bid process. The Bid must clearly and separately discuss and explain any deviation or exception to this Bid document and reference the general Bid document paragraph and clause to which the deviation refers. The above information shall be written on Attachment 5, entitled "Deviations". If there are no deviations as described above, the Bidder shall so state in the Attachment.

**F. Statement on Public Entity Crimes (Attachment 6)**

The Bidder must sign a statement under Section 287.133 Florida Statutes, on Public Entity Crimes and return as Attachment 6, entitled "Statement on Public Entity Crimes". Failure to do so may constitute grounds for rejection of this Bid.

**G. Equal Employment Opportunity Statement (Attachment 7)**

The Bidder must sign an Equal Employment Opportunity Statement and return as Attachment 7, entitled "Equal Employment Opportunity Statement". Failure to sign this Equal Employment Opportunity Statement may constitute grounds for rejection of this Bid. The Bidder assures the Clerk that said Bidder is in compliance with all applicable laws concerning discrimination, and the Bidder understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

**H. Business Information Affidavit and Non-Resident Business Certification (Attachment 8)**

Bidders are to provide their Business Information on Attachment 8, entitled "Business Information Affidavit and Non-Resident Business Certification." Bidders who are non-resident corporations shall furnish to the Clerk a duly certified copy of their permit to transact business in the state of Florida. The Bidder shall attach the certified copy to Attachment 8, entitled "Business Information Affidavit and Non-Resident Business Certification". Failure to submit this evidence of qualification to do business in the state of Florida may constitute grounds for rejection of this Bid.

**I. Indemnification and Insurance Requirements (Attachment 9)**

It is understood that any Bidder awarded a Contract under this Invitation to Bid shall maintain the appropriate insurances for the total time period of this contract, including any extensions. The Bidder must sign a statement on Indemnification and Insurance Requirements and return as Attachment 9, entitled "Indemnification and Insurance Requirements." Failure to sign this "Indemnification and Insurance Requirements" statement may constitute grounds for rejection of this Bid.

**J. Certification Regarding Debarment (Attachment 10)**

The Bid must include a completed and signed Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts. This shall be returned as Attachment 10, entitled "Certification Regarding Debarment."

**K. Certification Regarding Scrutinized Companies (Attachment 11)**

The Bid must include a completed and signed Certification Regarding Scrutinized Companies List and Business Operations in Cuba/Syria. This shall be returned as Attachment 11, entitled "Certification Regarding Scrutinized Companies."

**L. National Association for Information Destruction Inc (NAID) Certification (Attachment 12)**

The Bidder must provide a copy of their NAID Certification. This certification shall be returned as Attachment 12, entitled "National Association for Information Destruction Inc (NAID) Certification."

**M. Diversity and Community Service (Attachment 13)**

Diversity and Community Service are important issues to the Clerk. As such, the Clerk is interested in how the Bidder promotes diversity within its organization. Attachment 13, entitled "Diversity and Community Service" requests responses from the Bidder regarding these important issues.

**N. Personnel Information (Attachment 14)**

The Bidder shall provide biographical information on all personnel that will be directly involved in the management of the Clerk's account as described in Part III, Section G of this Invitation to Bid. The above information shall be written on Attachment 14, entitled "Personnel Information".

**O. Price Sheet Summary**

**ATTACHMENT 1**

**BID SUBMITTALS**

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 2**

**BID CONFLICT OF INTEREST**

The Bidder identified below deposes and states that:

1. The below named Bidder is submitting an Expression of Interest for the Clerk project for Invitation to Bid Number 01/24, Mobile On-Site Shredding Services.
2. The Bidder has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Bidder states that only one submittal for the above project is being submitted and that the below named Authorized Representative has no financial interest in other entities submitting Bids for the same project.
4. Neither the Bidder nor the below named Authorized Representative has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Bidder's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
5. Neither the Bidder nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Bidder, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder's ownership, management, or staff has a vested interest in any aspect of or Department of the Clerk.
8. I certify that no member of the Bidder's ownership or management is presently applying for an employee position or actively seeking an elected position with the Clerk.
9. In the event a conflict of interest is identified in the provision of services, I, on behalf of the below named Bidder, will immediately notify the Clerk in writing.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 3**

**REFERENCES**

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 4**

**TERMINATIONS/REJECTIONS/SUITS**

Respond to the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has Bidder, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_ (Y/N)

2. Has Bidder, or any member of Bidder, been declared in default, terminated or removed from a contract or job related to the services Bidder provides in the regular course of business within the last five (5) years? \_\_\_\_\_(Y/N)

3. Has Bidder had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services Bidder provides in the regular course of business? \_\_\_\_\_(Y/N)

Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

**Acknowledged by:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 5**

**DEVIATIONS**

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 6

### STATEMENT ON PUBLIC ENTITY CRIMES

The Bidder identified below attests to the following:

1. I understand that a “public entity crime” as defined in Section 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.
2. 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 crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) 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 thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

\_\_\_\_\_ 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 the 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 or agent who are active in management of the entity, or an 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 or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Clerk is for the Clerk only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that I am required to inform the Clerk prior to entering in to a contract in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 7**

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

The undersigned Bidder, by the signature below, represents that the foregoing information is true and correct. The undersigned Bidder, by the signature below, provides assurances to the Clerk of its compliance with federal, State and County affirmative action and equal employment opportunity requirements. The undersigned Bidder further assures that it and its subcontractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

\_\_\_\_\_  
BIDDER

By: \_\_\_\_\_

Authorized Signature signed in ink before a  
Notary Public

\_\_\_\_\_  
Typed name of person signing above

\_\_\_\_\_  
Title of person signing above

\_\_\_\_\_  
Date signed

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
My commission expires

**ATTACHMENT 8**

**BUSINESS INFORMATION AFFIDAVIT AND NON-RESIDENT BUSINESS CERTIFICATION**

1. State the true, exact, correct and complete name of the company, sole proprietorship, partnership, corporation, trade or fictitious name under which you do business and the address of the principal place of business:

The correct name of the Company is:

a. FEIN/EIN Number: \_\_\_\_\_

b. Trade Mark Name: \_\_\_\_\_

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's Name: \_\_\_\_\_

d. Vice President's Name: \_\_\_\_\_

e. Secretary's Name: \_\_\_\_\_

f. Treasurer's Name: \_\_\_\_\_

g. Name and address of Resident (Florida) Agent: \_\_\_\_\_

3. If Bidder is an individual proprietorship or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_

\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than a sole proprietorship, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder or company is an operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?
7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Bid. Please attach certificate of competency and State registration.
8. If Florida certified minority, woman, or veteran business enterprise, please attach certificate.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CLERK IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CLERK TO REJECT THE BID OR BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 9

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### INDEMNIFICATION

The Clerk shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the Clerk is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Bidder, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Bidder agrees to indemnify the Clerk and pay the cost of the Clerk's legal defenses, including fees of attorneys as may be selected by the Clerk for all claims described in the hold harmless clause herein. Such payment on behalf of the Clerk shall be in addition to any and all legal remedies available to the Clerk and shall not be considered to be the Clerk's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Bidder under this agreement for this hold harmless/indemnification provision.

#### INSURANCE REQUIREMENTS

The Bidder providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Clerk, until final acceptance by the Clerk of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

COVERAGE REQUIRED	UP TO VENDOR POLICY LIMITS, BUT WITH MINIMUM POLICY LIMITS OF:
Workers' Compensation  *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability \$ 500,000 Each Accident \$ 500,000 Disease \$ 500,000
Commercial General <i>Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors</i>	\$ 1,000,000 Per Occurrence \$ 1,000,000 General Aggregate
Comprehensive Auto Liability, CSL, <i>shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.</i>	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate

**Certification:**

It is noted that the Clerk has a contractual relationship with the named Bidder, vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the Clerk, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the Clerk to meet all contractual obligations and expectations of the Clerk. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the Clerk will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the Clerk harmless. It is understood that the Contractor may satisfy relief to the Clerk for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the Clerk will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are minimum limits acceptable to the Clerk. Also, all Contractor policies shall to be considered primary to Clerk coverage and shall not contain co-insurance provisions.
- All policies, except for professional liability policies and workers compensation policies shall name the Clerk of Court & Comptroller as Additional Insured.
- In the event that the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date.
- All limits are per occurrence and must include Bodily Injury and Property Damage.
- All policies must be written on occurrence form, not on claims made form, except for professional liability.
- Self-insured retentions shall not be allowed on any liability coverage.

- In the notification of cancellation: The Clerk shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered to the Clerk in accordance with the policy provisions.
- All insurers must have an A.M. Best rating of at least A-VII.
- It is the responsibility of the Contractor to ensure that all subcontractors retained by the Prime Contractor shall provide coverage as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
- Any changes to the coverage requirements indicated above shall be approved by the Clerk.
- Address of "Certificate Holder" is: Clerk of Court & Comptroller; Attention: Contract Administrator; P.O. Box 1110 Tampa, Florida 33601; Phone: (813) 307-7039
- All certificates of insurance, notices, etc. must be provided to the above address.

The Undersigned accepts and agrees to meet all of the insurance coverage requirements, terms, conditions and certification(s) stated herein before and after and further agrees to maintain and provide the designated coverage during the life of the identified document. Also, when the coverage requirements stated herein before and after are specifically referenced by applicable solicitation, purchase order or contract document, those terms, conditions and coverage requirements are incorporated into that document as if fully set forth in verbatim.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT 10**

### **CERTIFICATION REGARDING DEBARMENT**

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts**

I, the undersigned, certify that, in accordance with the debarment and suspension instructions listed below, the prospective Bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any department or agency of the federal government or of any state or local government. Where the prospective Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

#### **INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS**

1. Each Bidder must sign this certification prior to execution of the contract. The Clerk reserves the right to consider any debarment as a disqualifying event, solely at her discretion.

This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Clerk may terminate the contract for cause based solely on this event.

2. The Bidder shall provide immediate written notice to the Clerk at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The Clerk of Court & Comptroller may rely upon a certification of a Bidder that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Bidder's business location.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 11

### CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The current section 287.135(5) Florida Statutes requires: “At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.”

#### **Certification:**

I, the undersigned, as the authorized representative of Company, hereby certify that I have, as authorized by the Company and on behalf of the Company, read and understand the current section 287.135, Florida Statutes, and with such knowledge of the current section 287.135, Florida Statutes, hereby further certify that the Company:

1. Is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and
2. Does not have business operations in Cuba or Syria; and
3. Is not participating in a boycott of Israel.

I understand that the submission of a false certification may subject the Company to civil penalties, attorney’s fees, and other penalties and consequences as provided by section 287.135, Florida Statutes, and, may subject Company to other suits, penalties, or consequences as authorized by law that are independent of the current section 287.135, Florida Statutes.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 12**

**NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION INC (NAID)  
CERTIFICATION**

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 13**

**DIVERSITY AND COMMUNITY SERVICE**

A Does the Bidder have written policies for diversity and community service?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Provide samples of these policies and a copy of your company's minority/diversity plan.

C. Has the Bidder instituted programs to promote diversity and community service within its organization?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Provide a list of the instituted programs.

D. Does the Bidder sponsor, participate, and or donate to any civic events or non-profit organizations that foster community service?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Provide a list of these events or organizations.

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 14**  
**PERSONNEL INFORMATION**

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

## PRICE SHEET SUMMARY

The Clerk is immune from paying any and all taxes. The Bidder agrees that all taxes levied will be the sole responsibility of Bidder. The Clerk will furnish Bidder with a Certificate of Exemption. All Bids must show the net Bid price after allowable discounts have been deducted.

Cost Per Container	Estimated number of Containers per week	Cost Per Week	Weeks	Annual Grand Total Cost
	<b>24</b>		<b>52</b>	

Acknowledged by:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

**PART V**  
**LETTER OF INTENT**

Clerk of Court & Comptroller  
Attention: Purchasing Department  
P.O. Box 1110  
Tampa, Florida 33601

Subject: MOBILE ON-SITE SHREDDING SERVICES

We, the Bidder identified below, are in receipt of the Invitation to Bid, Document Number 01/24 MOBILE ON-SITE SHREDDING SERVICES dated February 23, 2024, and intend to submit to you a Bid in response to said document.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**INVITATION TO BID NUMBER 01/24**

**PART VI**

**DRAFT AGREEMENT**

**MOBILE ON-SITE SHREDDING SERVICES**

**REFERENCE ITB # 01/24**

This Mobile On-Site Shredding Services Agreement (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the Effective Date) by and between Cindy Stuart, **CLERK OF COURT & COMPTROLLER, HILLSBOROUGH COUNTY, FLORIDA**, hereinafter called "Clerk"; and \_\_\_\_\_ hereinafter called "Contractor".

**Recitals**

WHEREAS, Clerk has requested that Bidder provide certain Mobile On-Site Shredding Services (collectively, the "Services" or sometimes alternatively called the " Mobile On-Site Shredding Services " or "Minimum Services") to the Clerk pursuant to the terms of Invitation to Bid 01/24 dated February 23, 2024 ("ITB"); and

WHEREAS, Contractor submitted a Bid dated \_\_\_\_\_("Bid") in response to the Clerk's ITB and through its Bid offered to provide certain Mobile On-Site Shredding Services to Clerk as described in the Bid, and Clerk has agreed to accept the Mobile On-Site Shredding Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, Contractor and Clerk hereby agree as follows:

**Agreement**

1. **Services Documentation.** Contractor shall provide, and Clerk shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:

1.1 This Agreement;

1.2 Contractor's Bid, which includes the Contractor's Price Sheet Summary; information in response to Part III of the ITB contained in paragraphs "C" through "E"; Attachments 1 through 14, each of which is information provided as part of the Service Description for each Service (each, a "Service Description" or collectively the "Service Descriptions", except Attachment 5 which is a list of proposed Deviations);

1.3 The Clerk's ITB, specifically all of the Standard Terms and Conditions contained in Part II, paragraph "E" of the ITB.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitutes the entire agreement between Contractor and Clerk and supersedes all prior representations, conditions, warranties, understandings, Bids or agreements regarding Mobile On-Site Shredding Services. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services: Additional Services. Contractor has agreed to provide the Mobile On-Site Shredding Services for the prices set forth in Contractor's Bid. To the extent any services or pricing terms are not included on the Bid, such services are not applicable unless mutually agreed to in writing by the Clerk prior to implementing such services, and in no event shall the Contractor charge the Clerk for any services except as specifically set forth in the pricing set forth in the Bid.

If Clerk requests and Contractor agrees to provide additional services after the date of this Agreement, the additional services and the pricing for the additional services shall be established in a separate written agreement that shall become part of the Service Description, and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Clerk reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

3. Changes to Services or Service Documentation.

3.1 Changes. Contractor may not change the Services and/or terms in the Service Documentation during the Term of this Agreement without the prior written consent of the Clerk; provided, however, that such consent will not be required for any modifications that are required by applicable law, rule or regulation, in which case, Contractor will provide the Clerk with prior notice of such modification and engage in good faith negotiations with the Clerk to address the Clerk's concerns, if any. Notwithstanding the foregoing, if the Contractor has decided to discontinue a Service or certain Services as a global business decision and will no longer offer the Services to any customers of the Contractor, then the Contractor shall provide the Clerk with an alternative and comparable service to satisfy the Clerk's needs at comparable rates to those currently paid for the discontinued Service for the remainder of the Term of this Agreement.

4. Term and Termination.

4.1 Term. This Agreement and all Services will continue in effect for one (1) year. The Clerk may exercise the option to extend this Agreement for two (2) consecutive option periods of one (1) year each, for a possible three (3) year term, unless terminated sooner in accordance with the Service Documentation. In the event of a termination under the preceding sentence, Contractor shall accommodate the Clerk for a six (6) month transition period to allow the Clerk to transition its business to another service provider.

4.2 Termination by Clerk.

4.2.1. Annual Appropriations. The Clerk's performance and obligation to pay under this Agreement are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the Clerk.

4.2.2. General. The Clerk will have the right to terminate this Agreement for any reason without incurring any liability by providing written notice to Contractor. The Clerk shall be responsible for payment for all professional services performed prior to the date of termination. For fixed priced Bids, the Clerk shall pay for all work for any incomplete milestone or deliverable based on the percentage of work performed. Contractor will have no obligations to complete or deliver any items following the notice of termination.

4.2.3. Default. If Contractor is in default in the performance of Services and

after written notice of default by the Clerk, Contractor fails to cure the default all in accordance with the terms of paragraphs 14, 15 and 16 below, the Clerk may terminate this Agreement.

4.2.4 Contractor Insolvency. The Clerk may terminate this Agreement immediately by providing written notice to Contractor without prejudice to any other right of action or remedy if Contractor becomes insolvent or becomes financially unable to carry out its obligations under this Agreement.

#### 4.3 Termination by Contractor.

4.3.1 Default. If (a) the Clerk is in default of its payment obligations under the Service Documentation and after written notice of default by Contractor, the Clerk fails to cure the default by making full payment within fifteen (15) days or (b) the Clerk is in default of other obligations under the Service Documentation and after written notice of default by Contractor, the Clerk fails to cure the default within days (30) days, then Contractor may terminate this Agreement.

4.3.2 Clerk Insolvency or Bankruptcy. Contractor may terminate this Agreement immediately by providing written notice to the Clerk without prejudice to any other right of action or remedy if the Clerk becomes (a) insolvent, (b) financially unable to carry out its obligations under this Agreement, or (c) subject to a petition under the U.S. Bankruptcy Code.

4.3.3 Legal or Regulatory Basis. Contractor may terminate this Agreement if required by applicable law, rule or regulation, or any policy, order or mandate of any judicial or governmental body having jurisdiction over Contractor.

### 5. Services; Fees; Invoices.

Clerk shall pay Contractor the fees for the Services as set forth herein.

Irrespective of any language in a preprinted form agreement included within the Service Documentation, regarding the establishment of fees, including special fees, service charges and service fees whether or not in the schedule of fees attached to an agreement, the fees payable to the Contractor shall be limited to those fees set forth on the Pricing Schedule submitted as part of Contractor's Bid.

Prices shall remain firm and fixed for the Term of this Agreement, including any optional extension term as provided on the Pricing Schedule, provided however, the Contractor may offer incentive discounts to the Clerk at any time during the Term, including any renewal or extension thereof.

6. Verification of Employment Eligibility

Florida Statute 448.095 is incorporated by reference into this Paragraph of the Agreement. Contractor agrees to abide by Florida Statute 448.095.

7. Confidential Information

7.1 Contractor's Confidential Information. If applicable, and unless otherwise provided in the Service Documentation, all software provided to Clerk constitute Contractor's or its vendor's confidential information ("Contractor's Confidential Information"), and Clerk will not acquire any ownership interest in or rights to Contractor's Confidential Information as a result of Clerk's use of any Service. Clerk will (a) maintain the confidentiality of the Contractor's Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Clerk's employees who have a need to use the Contractor's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any of the Contractor's Confidential Information. Clerk will notify Contractor immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any of the Contractor's Confidential Information. If Clerk (or its employees or agents) is responsible for the Unauthorized Use, Clerk will, at its expense, if directed by Contractor in lieu of Contractor taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Contractor's Confidential Information and obtain redress for any injury caused to Contractor as a result of such Unauthorized Use.

7.2 Clerk's Confidential Information. Unless otherwise provided in the Service Documentation, all works developed for the Clerk as a result of the Services performed hereunder, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Clerk in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Clerk holds the proprietary rights, constitute Confidential Information of the Clerk (the "Clerk's Confidential Information") and Contractor will not acquire any ownership interest in or rights to the Clerk's Confidential Information, and the Clerk's Confidential Information may not, without the prior written consent of the Clerk, be used by the Contractor or its employees, agents,

subcontractors or suppliers for any purpose other than for the benefit of the Clerk, unless required by law. In addition to the foregoing, all Clerk employee information, information protected from disclosure by statute, and third party information that the Clerk is required to maintain as confidential shall be considered Confidential Information and shall be subject to all the requirements stated herein. The Confidential Information shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement. The Contractor and its employees, agents, subcontractors, or suppliers will (a) maintain the confidentiality of the Clerk's Confidential Information in accordance with all applicable laws; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense, sell, publish, display, license or otherwise make any of the Confidential Information available to any person or entity (including without limitation, any of the Clerk's customers personal or financial data), other than Contractor's employees who have a need to use the Clerk's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of the Clerk's Confidential Information or mine the Clerk's data or the personal or financial data of the Clerk's customers or employees.

To the extent allowed by Florida Statutes, Chapter 119, all written and oral information not in the public domain or not previously known, and all information and data obtained, or supplied by the Clerk, or at its expense, will be considered to be Clerk's Confidential Information and subject to the terms of this Agreement. Contractor understands that it and its subcontractors may access confidential data during the Term of this Agreement that is protected from disclosure under state and federal laws. Contractor agrees to maintain said confidentiality in accordance to all state and federal laws regarding privacy and confidentiality.

Contractor will notify Clerk immediately if it knows or suspects that there has been any Unauthorized Use of any of the Clerk's Confidential Information and will report and handle such disclosure in accordance with applicable law in cooperation with the Clerk. If Contractor (or its employees or agents) is responsible for the Unauthorized Use, Contractor will, at its expense, if directed by Clerk in lieu of Clerk taking such action itself, promptly take all actions required by law, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Clerk's Confidential Information and obtain redress for any injury caused to Clerk as a result of such Unauthorized Use.

Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to the Clerk's Confidential Information of their obligation to keep such information confidential. In addition, Contractor agrees to cooperate fully and provide any assistance

necessary to ensure the confidentiality of the Clerk's Confidential Information. It is understood and agreed that in the event of a breach of this Section, damages may not be an adequate remedy and the Clerk shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Clerk, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Clerk all such Clerk Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Clerk; provided, however, that Contractor may retain such copies as are required by applicable law or in accordance with its customary record retention practices and procedures. Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Clerk, and its officers and employees from the breach by Contractor (or any person or entity acting by, through or for the Contractor) of any federal, state or local law in regard to the privacy of individuals; except to the extent caused by the gross negligence or willful misconduct of Clerk or its officers and employees. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 Excluded Information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Nothing herein shall prevent either party from disclosing the records, including this Agreement and any amendments thereto, and other records as required by law in response to a public records request pursuant to Florida Statutes, Chapter 119, or in response to any legal proceeding arising from or in connection with this Agreement or disclosing the information to a federal or state governmental entity as required by law or otherwise in connection with a public records request in accordance with applicable law.

8. Representations and Warranties. In addition to any other representations set forth elsewhere in this Agreement, the parties respectively make the representations and warranties set forth in this Section 8.

8.1 Each of the parties hereto represents and warrants to the other party that:  
(i) such party is duly organized and in good standing in all jurisdictions where such party is

qualified to do business; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so.

8.2 Clerk warrants it will not use any Service in a manner which knowingly violates any applicable federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration. Contractor warrants that in providing the Services under this Agreement and the Service Documentation, it will not violate any applicable federal or state law.

8.3 If Clerk employs an agent in connection with its use of any Service and the Clerk has provided written notification to Contractor authorizing such agent to act, Clerk represents and warrants to Contractor that (a) such agent is duly authorized to act on behalf of the Clerk and (b) Clerk will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Contractor regarding Clerk's use of a Service from Clerk's agent will be deemed to be a communication from Clerk, and Clerk authorizes Contractor to communicate with Clerk's agent regarding any such communication or Service.

8.4 If Contractor employs an agent or third party service provider in connection with providing the Services under this Agreement and the Service Documentation, Contractor represents and warrants to Clerk that (a) Contractor's governing body has duly authorized the agent or third party service provider, and (b) Contractor will exercise appropriate controls to ensure each agent and third party service provider so authorized does not exceed the authority so granted to it. Any communication to Clerk from Contractor's agent or third party service provider will be deemed to be a communication from Contractor, and Contractor authorizes Clerk to communicate with Contractor's agent or third party service provider regarding any such communication or Service.

8.5 Neither Contractor nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

8.6 Contractor warrants that it has reviewed the Clerk's requirements and has asked such questions and conducted such other inquiries as the Contractor deems necessary in order to determine the price of the Services as set forth in the Price Sheet Summary provided as part of the Contractor's Bid.

8.7 Contractor represents and warrants that it does not have a conflict of interest in entering into this Agreement and the Service documentation, which would have a material negative impact on the provision of Contractor's services to the Clerk.

8.8 Contractor represents and warrants that all of the information and representations provided to Clerk in response to Part III, paragraphs "C" through "E" and all information contained in the Attachments which form a part of Contractor's Bid are truthful and accurate and constitute performance warranties by the Contractor for the performance of the Services to the Clerk, as described in this Agreement.

9. Liability and Reimbursement: Indemnification.

9.1 Contractor will perform each Service in accordance with all applicable laws and reasonable commercial and professional standards applicable to Contractor's business; laws, regulations and operating circulars governing the activities of Contractor; and the Service Documentation.

9.2 Contractor shall at all times hereafter indemnify and hold harmless, the Clerk, and her senior staff, and all other employees, agents, servants and instrumentalities (collectively the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all claims, losses, demands, liability, suits, judgments, awards, interest, attorney's fees and costs (inclusive of costs of defense) whatsoever (collectively, "Losses") arising out of, resulting from, caused by or alleged to be caused by, or relating to the Contractor's performance of, or failure to perform the Services or provide the products provided under this Agreement or the Service Documentation or arising out of or resulting from any operations performed by the Contractor, its officers, employees, agents, directors, subcontractors, attorneys or any third party acting on its behalf which are, in each case, caused or alleged to be caused, in whole or in part by the negligent or intentional acts or omissions of Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party, including without limitation, any and all Losses sustained by any person or property. In no event will Contractor be liable for

any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor shall pay all Losses in connection therewith and shall investigate and at the Clerk's election, as aforesaid, defend all claims, suits or proceedings, and shall pay all Losses which may issue therefrom. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties. In the event any lawsuit or other proceeding is brought against the Clerk by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from the Clerk, resist and defend such lawsuit or proceeding by counsel satisfactory to the Clerk, as applicable, or, at the Clerk's option, pay for an attorney selected by the Clerk to defend the Clerk as applicable. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Clerk, any sums due Contractor under this Agreement may be retained by the Clerk, respectively until all of Clerk's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the Clerk.

9.3 In addition to Section 9.2 above, Contractor shall indemnify and save harmless the Indemnified Parties, from or on account of any losses or damages resulting from any breach of contract (to the extent the Contractor provides management or custodial services), committed during or on account of any operations connected with this Agreement or by any act of negligence in connection with the same; or by or on account of any negligent act or omission of the Contractor or its subcontractors, agents, servants or employees. The Contractor further agrees to indemnify and save harmless the Indemnified Parties, against any claims or liability arising from or based upon the violation of any applicable federal, state, county or city laws, bylaws, ordinances or regulations by the Contractor its agents, subcontractors, servants or employees, except to the extent such claims or liability are caused by the gross negligence or willful misconduct of the Indemnified Parties. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

9.4 Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

9.5 IN NO EVENT SHALL CLERK INDEMNIFY OR HOLD HARMLESS OR INSURE OR ASSUME LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE CONTRACTOR OR ANY EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUBCONTRACTORS OR ANY PERSON OR ENTITY ACTING ON CONTRACTOR'S BEHALF REGARDLESS OF WHAT IS SET FORTH IN THIS AGREEMENT OR THE SERVICE DOCUMENTATION AND REGARDLESS OF ANY LANGUAGE IN A PREPRINTED FORM STATING OTHERWISE. THE TERMS OF THIS SECTION 9.5 AND THE ITB SHALL PREVAIL AND ARE SUPERIOR TO ANY PREPRINTED FORMS INCLUDING BUT NOT LIMITED TO PREPRINTED FORMS THAT ARE SIGNED OR INITIALED BY CLERK'S EMPLOYEES OR OFFICERS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT.

10. Patent and Copyright Information.

The Contractor warrants that all documentation and any other information furnished hereunder ("Deliverables") including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Contractor shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with the Services performed hereunder, or the Clerk's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Indemnified Parties and defend any action brought against any Indemnified Party with respect to any such claim, demand, cause of action, debt, or liability. Notwithstanding the foregoing, Contractor will have no liability for infringement based on (i) any unauthorized alteration or modification of the Services or Deliverables by any party other than Contractor, (ii) the Clerk's use of the Services or Deliverables in any manner other than as permitted under the Service of Documentation, or (iii) the Clerk's use of the Services or Deliverables in combination with any equipment or software not authorized by Contractor or reasonably intended for use with the Services or Deliverables. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

The Contractor shall be solely responsible for determining and informing the Clerk whether

a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all supplier and subcontractors at the Contractor's own risk. The Clerk may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Clerk's judgment, use thereof would delay the Services or be unlawful.

The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

11. Performance.

11.1 Contractor shall provide the Services described in the Service Documentation in a competent and professional manner satisfactory to the Clerk in accordance with the terms and conditions set forth in the Service Documentation. Clerk shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Contractor's performance. At the written request of the Clerk (email shall be sufficient) and which shall include the reasons for such request, and following failure of the Contractor to adequately address the issues raised by the Clerk to the Clerk's satisfaction, the Contractor shall make employee adjustments necessary to adequately address any issues raised by the Clerk.

12. Quality Assurance; Record Keeping; Audits; Assumptions.

12.1 The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Service Documentation. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of seven (7) years from the date of the creation of each particular record or other document. Adequate records to justify all charges, expenses, and costs incurred in performing the Services must be attached to all invoices submitted to the Clerk by the Contractor. The invoices must be reviewed and approved by the Clerk, prior to payment by the Clerk. The authority and right is granted to the Clerk to review and audit any of vendor's records reasonably necessary to determine accuracy and appropriateness of invoices billed to, or revenues credited to, the Clerk accounts.

13. Contractor's Insurance. At all times during the term of this Agreement, including any and all option years or extension periods, Contractor shall maintain insurance coverage meeting the requirements set out in the ITB, subject to the exceptions and modifications noted in the Bid. Contractor shall provide evidence of such insurance to the Clerk in accordance with the requirements of the ITB, subject to the exceptions and modifications noted in the Bid.

14. Events of Default.

14.1 Events of Default. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- (a) the Contractor has not performed the Services or provided any deliverables on a timely basis, in each case, in accordance with the terms of the Service Documentation;
- (b) the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel to perform the Services in accordance with the terms of the Service Documentation;
- (c) the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- (d) the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- (e) the Contractor has failed to obtain the approval of the Clerk where required by this Agreement; or
- (f) the Contractor has failed in the representation of any warranties stated herein.

14.2 Uncertainty. In the event the Clerk shall terminate this Agreement for default, the Clerk or its designated representatives, may request to take possession of all applicable materials, products, documentation, reports and data, pertaining specifically to work or

Services performed under this Agreement, and Contractor will promptly provide such applicable materials, products, documentation, reports and data.

15. Notice of Default; Opportunity to Cure; Termination.

If an Event of Default occurs, in the determination of the Clerk, the Clerk may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Clerk may be terminated. Notwithstanding, the Clerk may, in its sole discretion, allow the Contractor to rectify the default to the Clerk's reasonable satisfaction within a thirty (30) day period. The Clerk may grant an additional period of such duration as the Clerk shall deem appropriate without waiver of any of the Clerk's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Clerk prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

16. Remedies in the Event of Default.

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to direct damages, but excluding any consequential, punitive or pecuniary damages. The Contractor shall also remain liable for any liabilities and claims related to Contractor's default.

17. Miscellaneous.

17.1 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, and sent to the other party by mail, personal delivery, or electronic transmission; provided, that legal notices to the Clerk will be sent by mail or personal delivery to the addresses set forth below, and transactional notices and alerts may be sent to the Clerk by mail or electronic transmission. Any notice from either party will be effective when actually received by the other party. Contractor will be entitled to rely on any notice from Clerk that it believes in good faith was authorized by an authorized representative of Clerk and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it. Each party may at any time designate a new address and/or contact person by giving notice to the other party. Such notices shall be deemed given upon receipt by the

addressee. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

FOR CLERK:

Cindy Stuart, Clerk of Court & Comptroller,  
Attention: Director of Records Management  
2526 Falkenburg Road  
Tampa, FL 33619  
813-276-8100

FOR CONTRACTOR:

< Name >  
< Title >  
< Contractor Name >  
< Address >  
< City, State, Zip >  
< Phone >

17.2 Governing Law. This Agreement and the Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, shall apply, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Contractor will incur no liability to Clerk as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

17.3 Contractor Service Providers and Agents. The Services rely upon a robust network of Contractor assets, employees and third-party resources located in the United States and around the world to provide service to Contractor's customers. Contractor reserves the right to perform the Services using this model and to add and delete service providers at Contractor's discretion. Contractor has rigorous vendor engagement policies and procedures. Contractor takes responsibility for the actions of the service providers and agents with whom it enters into contracts (oral or written) to provide the Services to Contractor's customers, including the Clerk.

17.4 Venue; Service of Process. The parties irrevocably submit to the

nonexclusive jurisdiction of any Federal or state court sitting in Hillsborough County, Florida, over any suit, action or proceeding arising out of or relating to this Agreement. The parties irrevocably waive, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. The parties hereby consent to process being serviced in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Contractor's and Clerk's addresses set forth herein or such other address as had been provided in writing by such party, and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon such party. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CLERK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17.5 Attorneys' Fees. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

17.6 Payable Interest.

17.6.1 Payment of Interest. According to section 218.74, Florida Statutes (2023), all payments, other than payments for construction services, due from the Clerk and not made within the time specified by the terms of this Agreement shall bear interest from thirty (30) days after the due date at the rate of one percent (1 %) per month on the unpaid balance, or such other rate established by Florida law. Except as aforesaid, the Clerk shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

17.6.2 Rate of Interest. In any instance where the prohibition or limitations of Section 17.6.1 are determined to be invalid or unenforceable, the annual rate of interest payable by Clerk under this Agreement, whether as prejudgment interest or for any other purpose, shall be paid pursuant to section 218.74, Florida Statutes (2023), as set forth above, or such other rate established by Florida law.

17.7 Survival. The respective obligations of the parties, which by their nature

would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interest, and limitations of liability shall survive termination, cancellation or expiration of this Contract.

17.8 No Third Party Beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party to this Agreement.

17.9 Indemnity Obligations. To the extent this Agreement or any of the Service Documentation imposes an indemnity obligation on the Contractor, the Clerk may, at its expense, elect to participate in the defense if the Clerk shall so choose. Furthermore, the Clerk may at the Contractor's expense, defend or settle any such claim if the Contractor fails to diligently defend such claims, and thereafter, may seek indemnity for such costs from the Contractor. Moreover, the provisions and obligations of any indemnity obligations of the Contractor set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

17.10 Force Majeure. Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility; or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license or refusal to fund); or other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, the Clerk may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for deliverables/services provided to date of force majeure as more fully set forth herein.

17.11 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

17.12 Counterparts. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

17.13 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every term of this Agreement.

17.14. Entire Agreement. This Agreement, the Exhibits thereto, and the Service Documentation shall constitute the entire agreement between the parties with respect to the Services to be provided hereunder, and supersedes all prior communications and representations or agreements, whether written or oral, with respect to the subject matter hereof, unless acknowledged in writing by duly authorized representatives of both parties.

Each of the Parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

**CLERK OF COURT & COMPTROLLER**

**< CONTRACTOR >**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INVITATION TO BID NUMBER 01/24**

**PART VII**

**STATEMENT OF NO BID**

**NOTE:** If you do not intend to bid on this Invitation to Bid, please return this form immediately to:

Clerk of Court & Comptroller  
Attn: Purchasing Department  
P. O. Box 1110  
Tampa, Florida 33601

We, the undersigned, have declined to bid on your Invitation to Bid # 01/24 MOBILE ON-SITE SHREDDING SERVICES, for the following reasons:

\_\_\_\_\_ Specifications too "tight"; i.e., geared toward one brand or manufacturer only (explain below).

\_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.

\_\_\_\_\_ We do not offer this product or an equivalent.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_\_ Remove the undersigned from the Clerk's bid list.

\_\_\_\_\_ Other (specify below).

\_\_\_\_\_  
\_\_\_\_\_

The undersigned understands that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Bidders for the Clerk's Purchasing Department.

PLEASE PRINT:

COMPANY NAME \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_