



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
<https://www.southwestranches.org/procurement/>

April 23, 2025

IFB No. 25-11 Residential Compost Program

Addendum #1 -- UPDATED

Clarification (1 of 1)

Compost Bin Return and Cancellation Policy Requirement

Bidder shall include as part of their submission a written description of their termination and cancellation policy, specifically addressing procedures related to compost containers issued to participating Town residents.

The Town's preferred policy is as follows and should be substantially addressed in the Bidder's response:

"Upon cancellation of service by the resident or at the conclusion of the composting program, all residential compost bins provided by the vendor shall be returned by Resident in good condition, reasonable wear and tear excepted. The vendor shall coordinate bin retrieval with Resident within [10] business days of cancellation or program end, and shall provide the Town with a summary of recovered units on a monthly basis. Residents shall be advised of return procedures and provided clear instructions for placement or drop-off of bins. The vendor shall be responsible for all logistics and scheduling of bin pickups with Residents. Any unreturned or damaged bins may be subject to charges to Resident as outlined in the vendor's agreement."

Provide your firm's corresponding policy below (or attach separate sheet). Or, if the firm has no exceptions to the above policy, please state "**No Exceptions to Above**" on the lines below:

Added Contract Verbiage:

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

Reviewed by:

Christina Semeraro

Christina Semeraro, NIGP-CPP, CPPO, CPPB
Procurement Officer