BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE , 2nd Floor – Pensacola, FL 32502
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805
http://www.myescambia.com/departments/purchasing

CLAUDIA SIMMONS
Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Solid Waste Recycling

CONTRACT NO.: PD 13-14.067

AWARD DATE: September 4, 2014

EFFECTIVE DATE: September 4, 2014

AWARD: That the Board award a contract to Allied Waste Services of North America, LLC, at no cost to the County

STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

CONTRACTOR(S): Allied Waste Services of North America, LLC

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF JOSEPH F. PILLITARY, JR. - PHONE NUMBER (850) 595-4878 FAX NUMBER: (850) 595-4805; E-MAIL: joe_pillitary@myescambia.com

A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on **September 4, 2014**, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).

B. EFFECT - This contract was entered into to provide economies in the purchase of **Service** as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46 81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.

C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60.** Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxe All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.

E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 20-1838910

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 008735

VENDOR NAME: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

STREET ADDRESS OR P.O. BOX: 2910 N PALAFOX STREET

CITY, STATE, ZIP CODE: PENSACOLA, FL 32501

CONTACT PERSON: RORY CASSEDY

PHONE #: (850) 361-6189 FAX#: (850) 433-4698

E-MAIL ADDRESS: rcassedy@republicservices.com

EMERGENCY CONTACT PERSON: Rory Cassedy

DISASTER SERVICE CONTACT PERSON: Rory Cassedy

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board award Contract PD 13-14.067, Solid Waste Recycling, to Allied Waste Services of North America, LLC, at no cost to the County, and approve the *Agreement for Recyclable Paper Materials* between Escambia County and Allied Waste Services of North America, LLC.

Approved 4-0, with Commissioner Valentino absent

23. Recommendation: That the Board award Contract PD 13-14.070, Warrington and Myrtle Grove Pond Repair, to Hewes and Company LLC, in the amount of $128,043.57 (Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Warrington Project# ESDPW11/Myrtle Grove Project# ESDPW08).

Approved 4-0, with Commissioner Valentino absent

24. Recommendation: That the Board award Contract PD 13-14.071, Gonzalez Pond Repair, to Hewes and Company LLC, in the amount of $242,110.50 (Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Code 54612/56301, Project#ESDPW022).

Approved 4-0, with Commissioner Valentino absent

25. Recommendation: That the Board award an Indefinite Quantity and an Indefinite Delivery Contract for PD 13-14.073, Seaglades North/East Reconstruction, to Roads Inc., of NWF, in the amount of $865,881.81 (Funding: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612, Project#ESCPW38).

Approved 4-0, with Commissioner Valentino absent

AGREEMENT FOR RECYCLABLE PAPER MATERIALS PD 13-14.067

This Agreement (this "Agreement") is made and entered into this 4th day of Sept., 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County") and Allied Waste Services of North America, LLC, a foreign limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as "Company"), Federal Employer ID Number 20-1838910, with a principal address of 18500 North Allied Way, Phoenix, AZ 85054.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants set forth in this Agreement, County and Company agree as follows:

TERMS AND CONDITIONS

1. SERVICES. Subject to the terms and conditions contained in this Agreement, Company agrees to accept for processing non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper") (OCC and Mixed Paper, collectively, "Paper Materials") delivered by County (or on County's behalf) to Company's materials recovery facility located at 2910 North Palafox Street, Pensacola, FL 32501 (the "Facility").

2. PAYMENT. As of the Effective Date, Paper Materials will be accepted by Company at no charge to County; however, Company reserves the right to, in the future and in its sole discretion, charge County for Company's acceptance and processing of Paper Materials (a "Processing Fee"), and in such event shall provide ten (10) days prior written notice to County of Company's intent to charge such Processing Fee. County may either (i) agree to pay such Processing Fee according the terms and conditions of a written amendment to this Agreement, or (ii) reject the Processing Fee and terminate this Agreement as set forth in Section 3; such termination shall be County's sole and exclusive remedy if County determines that it does not wish to pay Company the Processing Fee.

3. TERM. This Agreement shall commence upon the Effective Date and continue until terminated by either party, with or without cause, upon the provision of seven (7) days prior written notice.

4. NON-CONFORMING MATERIALS; EXCLUDED WASTE. Paper Materials shall not contain any:

(a) "Non-Conforming Materials", which, for purposes of this Agreement, means recyclable materials other than OCC and Mixed Paper; municipal solid waste; Class I or Class III waste (as defined in Florida Administrative Code 62.701.200, as amended); and construction and demolition debris (as defined in §403.703(17), Florida Statutes, as amended), or

(b) "Excluded Waste", which, for purposes of this Agreement, means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special waste (defined as any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment), each as defined by applicable federal, state or local laws or regulations ("Applicable Laws"), and any other waste that Company is not allowed by permit or license to accept at, or has a possibility of adversely affecting, the Facility.

5. NO REBATE. County shall have no interest in and shall not realize any benefits from any revenues which may be derived by Company or Facility from the sale of any Recovered Materials or

NC0745

Recyclables (as defined in §403.403, Florida Statutes, as amended) or otherwise generated from or by the processing of Paper Materials, or any other materials, at the Facility.

6. NO DISPOSAL FEE; NO FRANCHISE FEE. County agrees that, while this Agreement is in effect, Company will not be responsible or liable for payment of any disposal costs or franchise fees related to Non-Conforming Materials or Excluded Waste.

7. REPRESENTATIONS AND WARRANTIES.

(a) The Paper Materials delivered to Company under this Agreement will not contain any Non-Conforming Materials or Excluded Waste;

(b) All Paper Materials delivered to Company under this Agreement will meet the requirements of Company's licenses, permits and authorizations (to the extent Company has updated County regarding any changes in Company's licenses, permits and authorizations) and this Agreement; and

(c) The drivers who deliver Paper Materials to the Facility have been advised of (i) Company's prohibition of deliveries of materials other than Paper Materials to the Facility and (ii) the terms of the license to enter the Facility.

8. REJECTION OF NON-CONFORMING MATERIALS AND EXCLUDED WASTE. Company has the right, in its sole discretion, to refuse, or to reject at any time after acceptance, any Non-Conforming Materials or Excluded Waste delivered to the Facility, and shall provide County with notice of such refusal or rejection. Upon receiving notice of refusal or rejection from Company, County shall immediately remove such Non-Conforming Materials or Excluded Waste from the Facility. Notwithstanding anything to the contrary in this Agreement or otherwise, if County delivers Non-Conforming Materials or Excluded Waste to the Facility, Company may, in its sole discretion and after prompt written notice to County, either divert the Non-Conforming Materials or Excluded Waste or remove, transport and dispose of the Non-Conforming Materials or Excluded Waste and charge County for the reasonable direct costs incurred to remove, transport and dispose of such Non-Conforming Materials or Excluded Waste. Company shall at no time take title to any Non-Conforming Materials or Excluded Waste, even if Company chooses to remove, transport and/or dispose of Non-Conforming Materials or Excluded Waste at County's expense.

9. SUSPENSION AND TERMINATION. Company may suspend or terminate this Agreement, in its sole discretion, for cause including without limitation delivery of Non-Conforming Materials or Excluded Waste, failure to pay Company charges, and failure to obey Applicable Laws or Company Rules (as defined below). If any amount due from County is not paid within thirty (30) days after the date of Company's invoice (or if a cash on delivery payment is required pursuant to this Agreement, upon delivery), Company may, without notice, suspend acceptance of Paper Materials until County has paid such amount to Company. If Company suspends service, Company may, in its sole discretion, allow County to resume use of the Facility conditioned upon payment of any amount due and owing from County.

10. COMPLIANCE WITH APPLICABLE LAWS; COMPANY RULES. County shall at all times comply with and obey all Applicable Laws related to the performance of its responsibilities under this Agreement, and County further agrees to comply with and obey all rules of the Company and directions of Company personnel, including, without limitation, rules or directions relating to the operation of the Facility, the conduct of personnel at the Facility, quantities and sources of material accepted at the Facility, traffic, work and safety directives, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility (collectively, "Rules"), as may be amended from time to time by Company. County, by execution of this Agreement, acknowledges receipt of **Company Rules**, attached hereto as Exhibit A.

11. INSPECTION OF MATERIALS; WEIGHING OF MATERIALS; ASSISTANCE.

(a) County shall inspect all materials at the place of collection, and shall remove any Non-Conforming Materials and Excluded Waste before transporting materials to the Facility.

The Company shall have the right, but not the obligation, to inspect all trucks and loads of materials, including for the purpose of determining whether the materials are Paper Materials or Non-Conforming Materials or Excluded Waste. It is understood, however, that Company non-performance of any such inspections, or the failure of Company to detect Non-Conforming Materials or Excluded Waste despite such inspections, shall in no way relieve County of its obligations to deliver to the Facility only Paper Materials as detailed in this Agreement.

(b) All materials shall be weighed or the volume measured at the Facility, and such weight or measurement shall be conclusive and binding on the parties.

(c) In the event that County's vehicle becomes incapacitated or unable to move while on Facility premises, Company or Facility personnel may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstance, County agrees that neither the Facility nor Company, nor any personnel thereof, shall have liability for damage to County's vehicle or property while providing such assistance.

12. FORCE MAJEURE. Neither party shall be liable for its failure to perform under this Agreement due to contingencies beyond its reasonable control, including, but not limited to, labor disruption, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of any governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the Facility.

13. ASSIGNMENT. Neither party shall assign this Agreement without the other party's prior written consent, which may not be unreasonably withheld, delayed or conditioned.

14. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation will be in Escambia County, Florida.

15. MISCELLANEOUS.

(a) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.

(b) No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value, unless in writing and signed by all parties to this Agreement.

(c) This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, between the parties regarding the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but only so as to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. County and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. Any provisions, term or condition in any acknowledgement, purchase order or other response by County which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Company and shall be of no effect.

16. LIMITATION OF LIABILITY. Neither party nor its officers, directors, partners, agents, subcontractors, vendors, servants, employees, affiliates, parent, subsidiaries or respective successors or assigns shall be liable to the other party for claims for incidental, special, indirect or consequential damages ("Damages") whether such claim for damages is based on a cause of action based in warranty,

negligence, strict liability, contract, operation of law or otherwise. The parties agree to use reasonable commercial efforts to mitigate any direct damages.

17. RELATIONSHIP OF THE PARTIES. This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Company and County. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement, each party shall be liable for its own business operations, insurance, taxes, licenses, permits, expenses and all other liabilities.

18. INSURANCE.

(a) Any private party delivering Paper Materials on behalf of County shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

COVERAGES	MINIMUM LIMITS OF LIABILITY
Workers Compensation	Statutory
General Liability	$1,000,000 combined single limit
Automobile Liability	$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to any private party delivering on behalf of County being allowed on Facility premises, County shall provide Company with certification of insurance or other satisfactory evidence that such insurance has been procured and is in force, naming the Company a certificate holder. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) days' advance written notice to Company.

(b) County shall provide Company a letter that states the following:

Escambia County is a qualified self-insured entity under the provisions of §768.28, Florida Statutes. County maintains a self-insured fund from which liability claims are paid. Any claim which alleges negligence on part of County or any County employee may be submitted to the Risk Management Office, Post Office Box 1591, Pensacola, FL 32591-1591.

19. LIMITED LICENSE TO ENTER. During the term of this Agreement, County's personnel shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Paper Materials at the location and in the manner directed by Company. Except in an emergency, or at the express direction of Company, County's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Paper Materials, County's personnel shall promptly leave the Facility. Under no circumstances shall County or its personnel engage in any scavenging of waste or any material at the Facility. Company may refuse to accept material from, and may deny entrance to, any of County's personnel whom Company reasonably believes is under the influence of alcohol or other chemical substances. Company shall provide County's personnel access to the off-loading area at the Facility for purposes of the delivery of Paper Materials.

20. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: _____

Date: 8/26/14

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

Witness

Witness

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: 09/16/2014

BCC Approved: 09/04/2014

COMPANY: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

By: _____
President Eastern Manager

Date: 8/26/14

Republic Services Company Rules
Allied Waste Services LLC Material Recovery Facility
Pensacola, Florida

Obey Spotter / Operator and posted signs at all times.

Only the truck driver can be in the tipping area of a Recycling Facility. Helpers must stay in the cab or wait in a designated area.

Drivers must maintain at least ten feet between vehicles. Semi-dumps at all facilities must maintain a 50-foot separation from other vehicles.

Equipment operators must maintain a distance of at least 20 feet from vehicles when pushing recycling material and/or waste.

All personnel outside of a vehicle must wear PERSONAL PROTECTIVE EQUIPMENT (PPE) – including gloves, ANSI Class II high-visibility lime yellow clothing, hard hats and closed toe shoes.

Drivers must be close (six–feet or less) to their trucks at all times.

Drivers must not walk under a raised tailgate.

Roll–off drivers must use caution when opening rear door latches that may be under pressure. Always stand clear of opening doors and extended handle latch.

No Scavenging.

These Rules are subject to change at the discretion of Republic Services.

EXHIBIT
A

CERTIFICATE OF SECRETARY

**RELATING TO THE AGREEMENT
FOR ACCEPTANCE OF CERTAIN RECYCLABLE
PAPER MATERIALS PD 13-14.067
WITH ESCAMBIA COUNTY
IN THE STATE OF FLORIDA**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 11th day of August, 2014.

Eileen M. Schuler, Secretary

ESCAMBIA COUNTY FLORIDA
INVITATION TO NEGOTIATE
OFFEROR'S CHECKLIST
SOLID WASTE RECYCLING
SPECIFICATION PD 13-14.067

- HOW TO SUBMIT YOUR INVITATION TO NEGOTIATE

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE INVITATIONS TO NEGOTIATE ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL NOT BE OPENED.

** Documents submitted with Invitations to Negotiate are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH INVITATION TO NEGOTIATE:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS WITH ORIGINAL SIGNATURE

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH INVITATION TO NEGOTIATE

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- BEFORE YOU SUBMIT YOUR INVITATION TO NEGOTIATE , HAVE YOU:

PLACED YOUR INVITATION TO NEGOTIATE WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO NEGOTIATE

SOLID WASTE RECYCLING

SPECIFICATION NUMBER PD 13-14.067

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Tuesday, July 29, 2004

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Jim Howes
Waste Services Manager
Solid Waste Management
13009 Beulah Road
Pensacola, FL 32533
Tel: (850) 937-2144
Fax: (850) 937-2152

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

INVITATION TO NEGOTIATE
PD 13-14.067

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

Invitation to Negotiate

Solid Waste Recycling

PD 13-14.067

SOLICITATION

MAILING DATE: Monday, July 14, 2014

OFFERS WILL BE RECEIVED UNTIL: 3pm CDT, Tuesday, July 29, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County, Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County, Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County, Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print) _____

Name of Contractor _____

By_____
Signature of Person Authorized to Sign — Date

ATTEST _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST _____
Witness — Date

ATTEST _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By_____
County Administrator — Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date_____

Effective Date_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

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

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

c. I understand that a "person" as defined in Paragraph 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 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO 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.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

---

(850) 488-9000 Verified by:_____ Date:_____

Scope of Work

DSWM is proposing to negotiate for a recycle material processing agreement for processing of paper materials i.e. - non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper"). Material to be delivered to the processor by the County.
Escambia County does not expect to pay a tip fee or any charges for delivery and/or processing of paper materials or expect any payment from processor for revenue from paper materials.
Escambia County is responsible for the transportation and disposal for only the residual materials delivered by the County to the processor.
Processor to furnish a space adequate for a roll off container furnished by the County for residuals which will be loaded by the processor into County container.
This agreement will be considered an "at will" agreement which may be terminated by either party with or without cause.
There are no guaranteed quantities of paper materials to be delivered by the County.

This Invitation is to negotiate with Escambia County Board of County Commissioners for the attached agreement and all terms and conditions therein.

AGREEMENT FOR ACCEPTANCE OF CERTAIN RECYCLABLE PAPER MATERIALS PD 13-14.067

This Agreement (this "Agreement") is made and entered into this ___ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "Customer") and _____, (hereinafter referred to as "Company").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants set forth in this Agreement, Customer and Company agree as follows:

TERMS AND CONDITIONS

1. SERVICES. Subject to the terms and conditions contained in this Agreement, Company agrees to accept for processing non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper") (OCC and Mixed Paper, collectively, "Paper Materials") delivered by Customer (or on Customer's behalf) to Company's materials recovery facility located at _____, Pensacola, FL 325__ (the "Facility").

2. PAYMENT.

(a) As of the Effective Date (as defined in Section 3), Paper Materials will be accepted by Company at no charge to Customer; however, Company reserves the right to, in the future and in its sole discretion, charge Customer for Company's acceptance and processing of Paper Materials (a "Processing Fee"), and in such event shall provide ten (10) days' written notice to Customer of Company's intent to charge such Processing Fee. Customer may either (i) agree to pay such Processing Fee according the terms and conditions of a written amendment to this Agreement, or (ii) reject the Processing Fee and terminate this Agreement as set forth in Section 3; such termination shall be Customer's sole and exclusive remedy if Customer determines that it does not wish to pay Company the Processing Fee.

3. TERM. This Agreement is AT WILL, beginning upon _____, 2014, and continuing until terminated by either party, with or without cause, upon provision of seven (7) days' prior written notice.

4. NON-CONFORMING MATERIALS; EXCLUDED WASTE. Paper Materials shall not contain any:

(a) "Non-Conforming Materials", which, for purposes of this Agreement, means recyclable materials other than OCC and Mixed Paper; municipal solid waste; Class I or Class III waste (as defined in Florida Administrative Code 62.701.200, as amended from time to time); and construction and demolition debris (as defined in Florida Statute 403.703(17), as amended from time to time), or

(b) "Excluded Waste", which, for purposes of this Agreement, means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special waste (defined as any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment), each as defined by applicable federal, state or local laws or regulations ("Applicable Laws"), and any other waste that Company is not allowed by permit or license to accept at, or has a possibility of adversely affecting, the Facility.

ESCAMBIA COUNTY FLORIDA
INVITATION TO NEGOTIATE
OFFEROR'S CHECKLIST
SOLID WASTE RECYCLING
SPECIFICATION PD 13-14.067

- HOW TO SUBMIT YOUR INVITATION TO NEGOTIATE

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE INVITATIONS TO NEGOTIATE ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL NOT BE OPENED.

** Documents submitted with Invitations to Negotiate are to be on the forms provided in the Invitation to Negotiate and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH INVITATION TO NEGOTIATE:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS WITH ORIGINAL SIGNATURE

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH INVITATION TO NEGOTIATE

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- BEFORE YOU SUBMIT YOUR INVITATION TO NEGOTIATE , HAVE YOU:

PLACED YOUR INVITATION TO NEGOTIATE WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO NEGOTIATE

SOLID WASTE RECYCLING

SPECIFICATION NUMBER PD 13-14.067

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Tuesday, July 29, 2004

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

From:
Claudia Simmons
Purchasing Manager

Procurement Assistance:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805

Technical Assistance:
Jim Howes
Waste Services Manager
Solid Waste Management
13009 Beulah Road
Pensacola, FL 32533
Tel: (850) 937-2144
Fax: (850) 937-2152

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

INVITATION TO NEGOTIATE
PD 13-14.067

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Solicitation, Offer and Award Form *	3
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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

Invitation to Negotiate

Solid Waste Recycling

PD 13-14.067

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

SOLICITATION

MAILING DATE: Monday, July 14, 2014

OFFERS WILL BE RECEIVED UNTIL: 3pm CDT, Tuesday, July 29, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print) _____

Name of Contractor _____

By_____
Signature of Person Authorized to Sign — Date

ATTEST _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST _____
Witness — Date

ATTEST _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

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

_____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

c. I understand that a "person" as defined in Paragraph 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 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO 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.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

---

(850) 488-9000 Verified by:_____ Date:_____

Scope of Work

DSWM is proposing to negotiate for a recycle material processing agreement for processing of paper materials i.e. - non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper"). Material to be delivered to the processor by the County.
Escambia County does not expect to pay a tip fee or any charges for delivery and/or processing of paper materials or expect any payment from processor for revenue from paper materials.
Escambia County is responsible for the transportation and disposal for only the residual materials delivered by the County to the processor.
Processor to furnish a space adequate for a roll off container furnished by the County for residuals which will be loaded by the processor into County container.
This agreement will be considered an "at will" agreement which may be terminated by either party with or without cause.
There are no guaranteed quantities of paper materials to be delivered by the County.

This Invitation is to negotiate with Escambia County Board of County Commissioners for the attached agreement and all terms and conditions therein.

AGREEMENT FOR ACCEPTANCE OF CERTAIN RECYCLABLE PAPER MATERIALS PD 13-14.067

This Agreement (this "Agreement") is made and entered into this ___ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "Customer") and _____, (hereinafter referred to as "Company").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants set forth in this Agreement, Customer and Company agree as follows:

TERMS AND CONDITIONS

1. SERVICES. Subject to the terms and conditions contained in this Agreement, Company agrees to accept for processing non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper") (OCC and Mixed Paper, collectively, "Paper Materials") delivered by Customer (or on Customer's behalf) to Company's materials recovery facility located at _____, Pensacola, FL 325__ (the "Facility").

2. PAYMENT.

(a) As of the Effective Date (as defined in Section 3), Paper Materials will be accepted by Company at no charge to Customer; however, Company reserves the right to, in the future and in its sole discretion, charge Customer for Company's acceptance and processing of Paper Materials (a "Processing Fee"), and in such event shall provide ten (10) days' written notice to Customer of Company's intent to charge such Processing Fee. Customer may either (i) agree to pay such Processing Fee according the terms and conditions of a written amendment to this Agreement, or (ii) reject the Processing Fee and terminate this Agreement as set forth in Section 3; such termination shall be Customer's sole and exclusive remedy if Customer determines that it does not wish to pay Company the Processing Fee.

3. TERM. This Agreement is **AT WILL**, beginning upon _____, 2014, and continuing until terminated by either party, with or without cause, upon provision of seven (7) days' prior written notice.

4. NON-CONFORMING MATERIALS; EXCLUDED WASTE. Paper Materials shall not contain any:

(a) "Non-Conforming Materials", which, for purposes of this Agreement, means recyclable materials other than OCC and Mixed Paper; municipal solid waste; Class I or Class III waste (as defined in Florida Administrative Code 62.701.200, as amended from time to time); and construction and demolition debris (as defined in Florida Statute 403.703(17), as amended from time to time), or

(b) "Excluded Waste", which, for purposes of this Agreement, means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special waste (defined as any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment), each as defined by applicable federal, state or local laws or regulations ("Applicable Laws"), and any other waste that Company is not allowed by permit or license to accept at, or has a possibility of adversely affecting, the Facility.

Agreement, and Customer further agrees to comply with and obey all rules of the Company and directions of Company personnel, including, without limitation, rules or directions relating to the operation of the Facility, the conduct of personnel at the Facility, quantities and sources of material accepted at the Facility, traffic, work and safety directives, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility (collectively, "Rules"), as may be amended from time to time by Company. Customer, by execution of this Agreement, acknowledges receipt of Company Rules.

12. INSPECTION OF MATERIALS; WEIGHING OF MATERIALS; ASSISTANCE.

(a) Customer shall inspect all materials at the place of collection, and shall remove any Non-Conforming Materials and Excluded Waste before transporting materials to the Facility. The Company shall have the right, but not the obligation, to inspect all trucks and loads of materials, including for the purpose of determining whether the materials are Paper Materials or Non-Conforming Materials or Excluded Waste. It is understood, however, that Company non-performance of any such inspections, or the failure of Company to detect Non-Conforming Materials or Excluded Waste despite such inspections, shall in no way relieve Customer of its obligations to deliver to the Facility only Paper Materials as detailed in this Agreement.

(b) All materials shall be weighed or the volume measured at the Facility, and such weight or measurement shall be conclusive and binding on the parties.

(c) In the event that Customer's vehicle becomes incapacitated or unable to move while on Facility premises, Company or Facility personnel may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstance, Customer agrees that neither the Facility nor Company, nor any personnel thereof, shall have liability for damage to Customer's vehicle or property while providing such assistance.

13. FORCE MAJEURE. Neither party shall be liable for its failure to perform under this Agreement due to contingencies beyond its reasonable control, including, but not limited to, labor disruption, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of any governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the Facility.

14. ASSIGNMENT. Neither party shall assign this Agreement without the other party's prior written consent, which may not be unreasonably withheld, delayed or conditioned; provided, however, that Company may freely assign this Agreement to its subsidiaries or affiliates without Customer's prior written consent.

15. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State in which the Facility is located, without regard to conflict of laws. Venue for any litigation will be in Escambia County, Florida.

16. MISCELLANEOUS.

(a) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.

(b) No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value, unless in writing and signed by all parties to this Agreement.

(c) This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, between the parties regarding the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but only so as to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the

other chemical substances. Company shall provide Customer's personnel access to the off-loading area at the Facility for purposes of the delivery of Paper Materials.

21. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COMPANY:

_____
By: President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
http://www.myescambia.com/departments/purchasing

CLAUDIA SIMMONS
Purchasing Manager

July 23, 2014

To: All Known Prospective Offerors

ADDENDUM NUMBER 1:

Re: PD 13-14.067
Solid Waste Recycling

Gentlemen:

We recently sent you an Invitation to Negotiate on the above mentioned specification.

This Addendum #1 provides for:

Pages 2 and 4 of Agreement were omitted from the original solicitation
complete agreement - attached

This Addendum Number 1 is furnished to all known prospective offerors. Please sign and return one copy of this Addendum, with original signature, with your offer as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Joe F. Pillitary Jr

Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/abh

AGREEMENT FOR ACCEPTANCE OF CERTAIN RECYCLABLE PAPER MATERIALS PD 13-14.067

This Agreement (this "Agreement") is made and entered into this ___ day of _____, 2014 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "Customer") and _____, (hereinafter referred to as "Company").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises and covenants set forth in this Agreement, Customer and Company agree as follows:

TERMS AND CONDITIONS

1. SERVICES. Subject to the terms and conditions contained in this Agreement, Company agrees to accept for processing non-contaminated old corrugated cardboard ("OCC") and mixed grade paper ("Mixed Paper") (OCC and Mixed Paper, collectively, "Paper Materials") delivered by Customer (or on Customer's behalf) to Company's materials recovery facility located at _____, Pensacola, FL 325__ (the "Facility").

2. PAYMENT.

(a) As of the Effective Date (as defined in Section 3), Paper Materials will be accepted by Company at no charge to Customer; however, Company reserves the right to, in the future and in its sole discretion, charge Customer for Company's acceptance and processing of Paper Materials (a "Processing Fee"), and in such event shall provide ten (10) days' written notice to Customer of Company's intent to charge such Processing Fee. Customer may either (i) agree to pay such Processing Fee according the terms and conditions of a written amendment to this Agreement, or (ii) reject the Processing Fee and terminate this Agreement as set forth in Section 3; such termination shall be Customer's sole and exclusive remedy if Customer determines that it does not wish to pay Company the Processing Fee.

3. TERM. This Agreement is **AT WILL**, beginning upon _____, 2014, and continuing until terminated by either party, with or without cause, upon provision of seven (7) days' prior written notice.

4. NON-CONFORMING MATERIALS; EXCLUDED WASTE. Paper Materials shall not contain any:

(a) "Non-Conforming Materials", which, for purposes of this Agreement, means recyclable materials other than OCC and Mixed Paper; municipal solid waste; Class I or Class III waste (as defined in Florida Administrative Code 62.701.200, as amended from time to time); and construction and demolition debris (as defined in Florida Statute 403.703(17), as amended from time to time), or

(b) "Excluded Waste", which, for purposes of this Agreement, means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special waste (defined as any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment), each as defined by applicable federal, state or local laws or regulations ("Applicable Laws"), and any other waste that Company is not allowed by permit or license to accept at, or has a possibility of adversely affecting, the Facility.

5. NO REBATE. Customer shall have no interest in and shall not realize any benefits from any revenues which may be derived by Company or Facility from the sale of any Recovered Materials or Recyclables (as defined in §403.403, Florida Statutes, as amended from time to time) or otherwise generated from or by the processing of Paper Materials, or any other materials, at the Facility.

6. NO DISPOSAL FEE; NO FRANCHISE FEE. Customer agrees that, while this Agreement is in effect, Company will not be responsible or liable for payment of any disposal costs or franchise fees related to Non-Conforming Materials or Excluded Waste.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that:

(a) The Paper Materials delivered to Company under this Agreement will not contain any Non-Conforming Materials or Excluded Waste;
(b) All Paper Materials delivered to Company under this Agreement will meet the requirements of Company's licenses, permits and authorizations (to the extent Company has updated Customer regarding any changes in Company's licenses, permits and authorizations) and this Agreement; and
(c) The drivers (whether Customer's personnel or personnel of a third party) who deliver Paper Materials to the Facility have been advised by Customer of (i) Company's prohibition of deliveries of materials other than Paper Materials to the Facility and (ii) the terms of the license to enter the Facility.

8. TITLE; LIABILITY. Title to and liability for all material other than Paper Materials shall remain with Customer and shall at no time pass to Company.

9. REJECTION OF NON-CONFORMING MATERIALS AND EXCLUDED WASTE. Company has the right, in its sole discretion, to refuse, or to reject at any time after acceptance, any Non-Conforming Materials or Excluded Waste delivered to the Facility, and shall provide Customer with notice of such refusal or rejection. Upon receiving notice of refusal or rejection from Company, Customer shall immediately remove such Non-Conforming Materials or Excluded Waste from the Facility. Notwithstanding anything to the contrary in this Agreement or otherwise, Company may remove any Non-Conforming Materials or Excluded Waste at Customer's expense if such Non-Conforming Materials or Excluded Waste creates an emergency condition or negatively impacts Company's business or operations. Furthermore, if Customer delivers Non-Conforming Materials or Excluded Waste to the Facility, Company may, in its sole discretion and after prompt written notice to Customer, either divert the Non-Conforming Materials or Excluded Waste or remove, transport and dispose of the Non-Conforming Materials or Excluded Waste and charge Customer for the reasonable direct costs incurred to remove, transport and dispose of such Non-Conforming Materials or Excluded Waste. Company shall at no time take title to any Non-Conforming Materials or Excluded Waste, even if Company chooses to remove, transport and/or dispose of Non-Conforming Materials or Excluded Waste at Customer's expense.

10. SUSPENSION AND TERMINATION. Except as provided in Section 14 below, Company may suspend or terminate this Agreement, in its sole discretion, for any cause including without limitation delivery of Non-Conforming Materials or Excluded Waste, failure to pay Company charges and failure to obey Applicable Laws or Company Rules (as defined below). If any amount due from Customer is not paid within thirty (30) days after the date of Company's invoice (or if a cash on delivery payment is required pursuant to this Agreement, upon delivery), Company may, without notice, suspend acceptance of Paper Materials until Customer has paid such amount to Company. If Company suspends service, Company may, in its sole discretion, allow Customer to resume use of the Facility conditioned upon payment of a service interruption fee together with interest and fees, in an amount determined by Company in its discretion up to the maximum amount allowed by law.

11. COMPLIANCE WITH APPLICABLE LAWS; COMPANY RULES. Customer shall at all times comply with and obey all Applicable Laws related to the performance of its responsibilities under this

Agreement, and Customer further agrees to comply with and obey all rules of the Company and directions of Company personnel, including, without limitation, rules or directions relating to the operation of the Facility, the conduct of personnel at the Facility, quantities and sources of material accepted at the Facility, traffic, work and safety directives, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility (collectively, "Rules"), as may be amended from time to time by Company. Customer, by execution of this Agreement, acknowledges receipt of Company Rules.

12. INSPECTION OF MATERIALS; WEIGHING OF MATERIALS; ASSISTANCE.

(a) Customer shall inspect all materials at the place of collection, and shall remove any Non-Conforming Materials and Excluded Waste before transporting materials to the Facility. The Company shall have the right, but not the obligation, to inspect all trucks and loads of materials, including for the purpose of determining whether the materials are Paper Materials or Non-Conforming Materials or Excluded Waste. It is understood, however, that Company non-performance of any such inspections, or the failure of Company to detect Non-Conforming Materials or Excluded Waste despite such inspections, shall in no way relieve Customer of its obligations to deliver to the Facility only Paper Materials as detailed in this Agreement.
(b) All materials shall be weighed or the volume measured at the Facility, and such weight or measurement shall be conclusive and binding on the parties.
(c) In the event that Customer's vehicle becomes incapacitated or unable to move while on Facility premises, Company or Facility personnel may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstance, Customer agrees that neither the Facility nor Company, nor any personnel thereof, shall have liability for damage to Customer's vehicle or property while providing such assistance.

13. FORCE MAJEURE. Neither party shall be liable for its failure to perform under this Agreement due to contingencies beyond its reasonable control, including, but not limited to, labor disruption, strikes, riots, war, acts of terrorism, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of any governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the Facility.

14. ASSIGNMENT. Neither party shall assign this Agreement without the other party's prior written consent, which may not be unreasonably withheld, delayed or conditioned; provided, however, that Company may freely assign this Agreement to its subsidiaries or affiliates without Customer's prior written consent.

15. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State in which the Facility is located, without regard to conflict of laws. Venue for any litigation will be in Escambia County, Florida.

16. MISCELLANEOUS.

(a) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.
(b) No modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value, unless in writing and signed by all parties to this Agreement.
(c) This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, between the parties regarding the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but only so as to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the

validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. Any provisions, term or condition in any acknowledgement, purchase order or other response by Customer which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Company and shall be of no effect.

17. LIMITATION OF LIABILITY. Neither party nor its officers, directors, partners, agents, subcontractors, vendors, servants, employees, affiliates, parent, subsidiaries or respective successors or assigns shall be liable to the other party for claims for incidental, special, indirect or consequential damages ("Damages") whether such claim for damages is based on a cause of action based in warranty, negligence, strict liability, contract, operation of law or otherwise. The parties agree to use reasonable commercial efforts to mitigate any direct damages.

18. RELATIONSHIP OF THE PARTIES. This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Company and Customer. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement, each party shall be liable for its own business operations, insurance, taxes, licenses, permits, expenses and all other liabilities.

19. INSURANCE.

(a) Any private party delivering Paper Materials on behalf of Customer shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

COVERAGES	MINIMUM LIMITS OF LIABILITY
Workers Compensation	Statutory
General Liability	$1,000,000 combined single limit
Automobile Liability	$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to any private party delivering on behalf of Customer being allowed on Facility premises, Customer shall provide Company with certification of insurance or other satisfactory evidence that such insurance has been procured and is in force, naming the Company a certificate holder. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) days' advance written notice to Company.

(b) Customer shall provide Company a letter that states the following:

Escambia County Board of Commission is a qualified self-insured under the provisions of Florida Statutes 768.28. Customer maintains a self-insured fund from which liability claims are paid. The limits are Two Hundred Thousand ($200,000) Dollars per claim, Three Hundred Thousand ($300,000) Dollars per occurrence. Any claim which alleges negligence on part of Customer or any Customer employee may be submitted to the Risk Management Office, Post Office Box 1591, Pensacola, FL 32591-1591.

20. LIMITED LICENSE TO ENTER. During the term of this Agreement, Customer's personnel shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Paper Materials at the location and in the manner directed by Company. Except in an emergency, or at the express direction of Company, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Paper Materials, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of waste or any material at the Facility. Company may refuse to accept material from, and may deny entrance to, any of Customer's personnel whom Company reasonably believes is under the influence of alcohol or

other chemical substances. Company shall provide Customer's personnel access to the off-loading area at the Facility for purposes of the delivery of Paper Materials.

21. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

COMPANY:

_____
By: President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____