

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

REFUSE AND RECYCLING CONTAINER SERVICES FOR COUNTY FACILITIES

SPECIFICATION NUMBER PD 16-17.074

BIDS WILL BE RECEIVED UNTIL: 4:00 p.m., CDT, July 17, 2017

**A Non-Mandatory Pre-Solicitation will be held July 10, 2017 at 10:00 a.m., CDT at
the Office of Purchasing, 213 Palafox Place, Rm. 11.407, Pensacola, FL 32502**

ALL BIDDERS ARE ENCOURAGED TO ATTEND

**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
Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

**From:
Paul R. Nobles
Purchasing Manager**

Procurement Assistance:

Jeff Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III
Building 213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
Email: JDLovingood@myescambia.com

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**

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:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;
 - (2) Holds any business license required by Escambia County or Santa Rosa County; and
 - (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- (d) *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 \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent 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 \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA 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 \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent 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 \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA 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 \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent 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 \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA 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 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.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

- (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
- (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
- (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
- (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

- (1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.
- (2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.
- (3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
REFUSE AND RECYCLING CONTAINER SERVICES FOR COUNTY FACILITIES
SPECIFICATION PD 16-17.074**

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS 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 BE RETURNED UNOPENED.

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

THE FOLLOWING DOCUMENTS MUST BE RETURNED WITH BID:

- SOLICITATION AND OFFER, FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S),
- CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID 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

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

REFUSE AND RECYCLING CONTAINER SERVICES FOR COUNTY FACILITIES

PD 16-17.074

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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 BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Jeff Lovingood

Invitation to Bid

Purchasing Specialist

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)595-4953 Fax No: (850) 595-4807

**REFUSE AND RECYCLING CONTAINER SERVICES
FOR COUNTY FACILITIES**

PD 16-17.041

SOLICITATION

MAILING DATE: July 03, 2017

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held July 10, 2017 at 10:00a.m. CDT, at the Office of Purchasing, 213 Palafox Place, Rm. 11.407, Pensacola, FL 32502, All bidders are encouraged to attend

OFFERS WILL BE RECEIVED UNTIL: 4:00p.m., CDT on July 17, 2017 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 RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

BID BOND ATTACHED \$ _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

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

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(ORIGINAL SIGNATURE - NO PHOTOCOPIES)

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

Yearly Total Cost

Refuse Yearly Cost Summary * _____

Recycle Yearly Cost Summary * _____

Contract Grand Total * _____

* These fields must be completed correctly and in full or the bid will be marked as Non-Responsive.

Refuse						
Facility	Address	Container Size	Quantity at Location	Pulls Per Week	Monthly Cost	Annual Cost
Animal Shelter	200 West Fairfield Dr.	8 yd	1	1		
Barrineau Park	6055 Barrineau Park Rd.	4 yd	1	1		
Beulah CC	7425 Woodside Rd.	2 yd	1	1		
Bryneville CC - locking	1725 Hwy 4A	4 yd	1	1		
Central Office Complex	3363 W. Park Place	8 yd	1	3		
Century CH / Substation- locking	7500 N. Centry Blvd.	8 yd	1	1		
Century EMS	6029 Industrial Blvd.	2 yd	1	1		
COB Maintenance Shop	2257 N. Palafox (S. Side)	4 yd	1	1		
Davisville Community Center	10200 Hwy 97, Bratt	4 yd	1	1		
Dorrie Miller CC	2850 N. Miller St.	4 yd	1	1		
Ebonwood Community Center	3511 W. Scott St.	4 yd	1	2		
Englewood Community Center	2751 "H" Street (N. Side)	4 yd	1	2		
Ernie L. Magaha Building	221 Palafox Place (Behind bldg.)	8 yd	1	3		
Escambia County Video Visitation	1190 W. Leonard St. (N. Lot)	6 yd	1	1		
Extension Services - locking	3740 Stefani Rd.	4 yd	1	1		
Facilities Management	100 Blount St.	8 yd	1	1		
Felix Miga Center- locking	904 N. 507th St.	8 yd	1	1		
Governmental Complex I (FDOT)	1651 E. Nine Mile Rd.	8 yd	1	1		
Judicial Center	190 Government St. (Jury Parking Lot)	8 yd	1	5		
Judicial Center	190 Government St. (Jury Parking Lot)	8 yd	1	2		
Juvenile Justice Center	1800 St. Mary St. (W. Side)	8 yd	1	2		
JJC -Detention Center	1800 W St Mary's (N. Side)	8 yd	1	4		
Lexington Terrace- locking	700 S. Old Coryfield Rd.	4 yd	1	1		
Main Jail - PH I & II	2935 "L" St.	8 yd	3	6		
Marie Ella Davis CC- locking	16 Raymond St.	2 yd	1	1		
Marie Young CC	6405 Wagner Rd.	8 yd	1	1		
Molino - Sheriff Sub	5844 N. Hwy 29	2 yd	1	1		
Molino Tax & Prop. Appraiser	6440 Hwy. 95A	8 yd	1	1		
Mosquito Control	601 Hwy 297A	4 yd	1	1		
Oak Grove CC	2550 Hwy 99	8 yd	1	1		
Public Safety	6575 N. "W" St.	8 yd	1	3		
Quintette CC- locking	2990 Quintette Ln.	2 yd	1	1		
Sheriff's Admin	1700 W. Leonard (N. Side)	8 yd	1	4		
Sheriff 4th Precinct	97 Hood Drive	4 yd	1	1		
Sheriff Central Shipping & Rec.	1600 W. Leonard (Print Shop) Access by 3101 N. "H" St	4 yd	1	1		
Sheriff Evidence Whse- locking	1700 W. Leonard (SE Lot) Access by 3101 N. H St.	6 yd	1	1		

Facility	Address	Container Size	Quantity at Location	Pulls Per Week	Monthly Cost	Annual Cost
Sheriff Firing Range	13011 Beulah Rd.	8 yd	1	1		
Sheriff Garage	3101 H St.	8 yd	1	2		
Sheriff Warrington Precinct	30 N. Navy Blvd.	4 yd	1	1		
"W" St. Tax Office	6451 N. "W" St.	4 yd	1	1		
Walnut Hill CC	7850 Hwy 97	8 yd	1	1		
Warrington Tag	4051 Barrancas Ave.	4 yd	1	1		
Work Release	1211 W Fairfield Dr.	8 yd	2	3		
Main Library	239 N. Spring St.	8 yd	1	1		
Tryon Branch Library	1200 Langley Ave	8 yd	1	1		
Southwest Branch Library	12248 Gulf Beach Hwy	8 yd	1	1		
Century Branch Library	7991 N. Century Blvd.	2 yd	1	1		
Genealogy Branch Library	5740 N. 9th Ave.	8 yd	1	1		
Paid by other County Departments						
Employee Health Clinic	2257 N. Baylen St.	4 yd	1	1		
Parks Department						
Equestrian Center	750 Mobile Hwy	6 yd	3	1		
Lake Stone	80170 W. Hwy 4	6 yd	3	1		
John R. Jones Park	55 E. Nine Mile Dr.	4 yd	1	1		
Brosnahan Park	10370 Ashton Brosnahan Rd.	8 yd	1	1		
Road Prison						
Road Prison	601 Hwy. 297A	8 yd	2	5		
Fire Services						
Bellview FS	7009 Pine Forest Rd.	2 yd	1	2		
Beulah FS	6400 W. Nine Mile Rd.	2 yd	1	1		
Brent FS	5925 N. "W" St.	4 yd	1	1		
Cantonment FS	2 Woodland Ave.	4 yd	1	1		
Century FS	10 Tedder Rd.	2 yd	1	1		
Ensley FS	8634 Pensacola Blvd.	2 yd	1	2		
Ferry Pass FS	2331 E. Johnston Ave.	2 yd	1	2		

Facility	Address	Container Size	Quantity at Location	Pulls Per Week	Monthly Cost	Annual Cost
Innerarity Point FS	14250 Innerarity Rd.	4 yd	1	1		
Innerarity Point FS	1425 Bauer Rd.	2 yd	1	2		
Mc David FS	100 Century Blvd.	2 yd	1	1		
Molino FS	1455 Molino Rd.	2 yd	1	1		
Myrtle Grove FS	7209 Lillian Hwy.	2 yd	1	1		
Osceola FS	2601 Massachusetts Ave.	4 yd	1	2		
Pleasant Grove FS	9350 Gulf Beach Hwy.	2 yd	1	1		
Perdido Key FS	5500 Perdido Key Dr.	4 yd	1	1		
Walnut Hill FS	7760 Hwy. 97	4 yd	1	1		
Warrington FS	20 Navy Blvd.	4 yd	1	1		
West Pensacola FS	1700 N. "W" St.	2 yd	1	1		
				Refuse Totals		

Facility	Address	Container Size	Quantity at Location	Pulls Per Week	Monthly Cost	Annual Cost
Recycling						
Barrineau Park CC	6055 Barrineau Park Rd.	4 yd	1	1		
Central Office Complex	3363 W. Park Place	4 yd	1	2		
COB Maintenance Shop	2257 N. Palafox (S. Side)	4 yd	1	1		
Ernie L. Magaha Bldg.	221 Palafox Place (Behind bldg.)	8 yd	1	1		
Escambia County Visitation	1190 W. Leonard St.	8 yd	1	1		
Extension Services	3740 Stefani Rd.	8 yd	1	1		
Facilities Management	100 Blount St.	8 yd	1	1		
Felix Miga Center-locking	904 N. 507th St.	4 yd	1	1		
Governmental Complex I (FDOT)	1651 E. Nine Mile Rd./	4 yd	1	1		
Judicial Center	190 Government St. (S. Lot)	8 yd	1	1		
Main Jail - PH I & II	2935 "L" St.	8 yd	2	1		
Molino Tax & Prop. Appraiser	6440 Hwy. 95A	4 yd	1	1		
Public Safety	6575 N "W" St.	8 yd	1	2		
Sheriff 4th Precinct	97 Hood Drive.	4 yd	1	1		
Sheriff Warrington Precinct	30 N. Navy Blvd.	4 yd	1	1		
Walnut Hill CC	7850 Hwy 97	4 yd	1	1		
Paid by other County Departments						
Libraries						
Main Library	239 N. Spring St.	4 yd	1	1		
Tryon Branch Library	1200 Langley Ave.	4 yd	1	1		
Southwest Branch Library	12248 Gulf Beach Hwy	4 yd	1	1		
Genealogy Branch Library	5740 N. 9th Ave.	4 yd	1	1		
Employee Health Clinic						
Employee Health Clinic	2257 N. Baylen St.	4 yd	1	1		
Fire Services						
Bellview FS	7009 Pine Forest Rd.	8 yd	1	1		
				Recycle Totals		

EMERGENCY DELIVERIES TO P.O.D. LOCATIONS

POD Site #1	2-Yard	\$ _____	Each
Ernest Ward Middle School	4-Yard	\$ _____	Each
7650 Highway 97 North	6-Yard	\$ _____	Each
Walnut Hill, FL 32568	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____
POD Site #2	2-Yard	\$ _____	Each
Carver-Century School 440 E.	4-Yard	\$ _____	Each
Hecker Road Century,	6-Yard	\$ _____	Each
FL 32535	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____
POD Site #3	2-Yard	\$ _____	Each
Molino Park Elementary School	4-Yard	\$ _____	Each
899 Highway 97 North Molino,	6-Yard	\$ _____	Each
FL 32577	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____
POD Site #4	2-Yard	\$ _____	Each
Tate High School 1771	4-Yard	\$ _____	Each
Tate School Road	6-Yard	\$ _____	Each
Gonzalez, FL 32533	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____
POD Site #5	2-Yard	\$ _____	Each
Central Office Complex	4-Yard	\$ _____	Each
3363 West Park Place	6-Yard	\$ _____	Each
Pensacola, FL 32505	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____
POD Site #6	2-Yard	\$ _____	Each
Forest Oaks Plaza	4-Yard	\$ _____	Each
5007 North Davis Highway	6-Yard	\$ _____	Each
Pensacola, FL 32503	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #7	2-Yard	\$ _____	Each
Old K-Mart Shopping Center	4-Yard	\$ _____	Each
4211 Mobile Highway	6-Yard	\$ _____	Each
Pensacola, FL 32506	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #8	2-Yard	\$ _____	Each
Jim Bailey Middle School	4-Yard	\$ _____	Each
4110 Bauer Road	6-Yard	\$ _____	Each
Pensacola, FL 32507	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #9	2-Yard	\$ _____	Each
Old Food World	4-Yard	\$ _____	Each
7859 Pine Forest Road	6-Yard	\$ _____	Each
Pensacola, FL 32526	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #10	2-Yard	\$ _____	Each
Southgate Plaza	4-Yard	\$ _____	Each
400 N. Navy Boulevard	6-Yard	\$ _____	Each
Pensacola, FL 32507	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #11 – Governmental POD	2-Yard	\$ _____	Each
City of Pensacola Public Works Complex	4-Yard	\$ _____	Each
2757 North Palafox Street (Leonard St. Entrance)	6-Yard	\$ _____	Each
Pensacola, FL 32501	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #12 – CSA	2-Yard	\$ _____	Each
Pensacola Bay Center	4-Yard	\$ _____	Each
201 East Gregory Street	6-Yard	\$ _____	Each
Pensacola, FL 32501	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes	No	\$ _____

POD Site #13 – Volunteer Reception Center	2-Yard	\$ _____	Each
Hillcrest Baptist Church	4-Yard	\$ _____	Each
800 East Nine Mile Road	6-Yard	\$ _____	Each
Pensacola, FL 32514	8-Yard	\$ _____	Each
	20-Yard Roll-Off Container	\$ _____	Each
	30-Yard Roll-Off Container	\$ _____	Each
One-Time Delivery Fee?	Yes No	\$ _____	

BID FORM
Specification Number PD 16-17.074
REFUSE AND RECYCLING CONTAINER SERVICES FOR COUNTY FACILITIES

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____ Bidder: _____

Occupational License No. _____ By: _____

County Solid Waste Permit:

Yes _____ Permit # _____ Signature: _____

No _____ Title: _____

County Franchise for Municipal Solid Waste:

Yes _____ Permit # _____ Address: _____

No _____

City Franchise for Municipal Solid Waste _____

Yes _____ Permit # _____ Person to contact concerning this bid:

No _____

Phone/Toll Free/Fax # _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes _____ No _____.

Person to contact for emergency service:

Will your company accept Escambia County Direct
Payment Vouchers? Yes _____ No _____.

Phone/Cell/Pager #: _____

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit Cost

\$150.00 per year

Home Address: _____

Home Phone/Cell/Pager #: _____

**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 and 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.

Is this a Florida Corporation **(Please Circle One)**
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 Corporate Identification page 2 below.)

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: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitations which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/our-services/purchasing>
Click on **SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

- 22. **Facilities**
- 23. **Distribution of Certification of Contract**
- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL: <http://dos.myflorida.com/sunbiz/search/>
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 53. **Solicitation Expenses**
- 54. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.074, "Refuse and Recycling Container Services for Various County Facilities", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air-bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s). The following policy will apply to all methods of source selection:

2. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

3. Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause

related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

4. Scope of Work

Escambia County is seeking a company that can provide consistent professional services in providing solid waste container service. The company shall have a solid waste container service. The company shall have a solid waste permit from the County and hold a franchise agreement with Escambia County and the City of Pensacola for municipal solid waste.

Please see the Special Terms and Conditions below for the complete Scope of Work

5. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuses to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

6. Procurement Questions

Procurement and technical questions may be directed to Jeff Lovingood, Purchasing Specialist, (850) 595-4878, Email: JDLovingood@myescambia.com.

7. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

This Solicitation contains a pre-formatted list of refuse and recycling sites, as well as a pre-formatted list of "Emergency Deliveries to P.O.D. Locations."

A. For the Refuse and Recycling sites:

1. Bidders are required to fill in the Monthly Cost to the County. The Monthly Cost is based on the location of the container, the size of the container, the number of containers at the site, and the number of "pulls" for that location in a given week.
2. The Monthly Cost is the total cost of service and does not reflect any applicable tonnage cost, which should be billed to the County monthly.
3. Only bids from vendors with the necessary Franchise Agreements in place will be accepted. To this end, Franchise Fees are considered a cost of doing business and should not be billed to the County.
4. The Refuse and Recycling Annual Cost for each location listed should simply be the Monthly Cost times twelve (12). Bidders are required to fill in the Annual Cost.
5. The totals for both the Refuse and Recycling services will be tabulated within the PDF document and will be summarized on the Bid Form. Please review the completed Bid Form for accuracy as this will determine the total amount of the bid. If the contract total is not automatically filling correctly, please highlight the total, press "delete", then enter. The form should now reflect the accurate total.

B. For the Emergency Deliveries to P.O.D. Locations:

1. Bidders are required to fill in the costs associated with each container size for delivery to the P.O.D. addresses shown.
2. If there is a delivery fee, please check the box "Yes" and insert the bid price. If there is no delivery fee, please put a zero (0) in the associated price blank.

8. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Purchasing Office, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502 in Conference Room #11.407 on July 10, 2017 at 10:00a.m. CDT. **All Bidders are encouraged to attend.**

9. Inspection of Facilities

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from William Turner, phone (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

10. F.O.B. Point

The F.O.B. point shall be destinations within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated points within Escambia County.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

12. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

13. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

14. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

Additionally, bidders deemed responsive to this solicitation will have their bid for emergency services accepted as an alternate emergency services vendor in case of a major event that requires the services of more than one vendor, or the selected vendor cannot sufficiently perform emergency services due to the severity of the emergency event.

16. Permits

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

17. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

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.

18. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

20. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

21. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

22. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

23. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk.

24. Licenses, Certifications, Registrations

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

25. Permits

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

26. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

27. Award

Award for primary refuse and recycling services shall be made on an "all-or-none total" basis. Award for Emergency Services will be issued in order determined by the Escambia County Office of Purchasing to all responsive bidders.

The Awarded Vendor will need to have containers and operations in place to begin services no later than October 02, 2017.

28. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

29. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid/proposal form. It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

30. Insurance Requirements

A. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

B. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

C. Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

D. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

E. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

F. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

G. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

H. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Jeffrey Lovingood, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

31. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands,

judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Refuse and Recycling Container Services Scope of Service

This Scope of Service outlines the responsibility of the container service company to furnish all professional services, skilled labor, materials, equipment, tools, insurance, and fees (if necessary) to provide refuse and recycling container services in Escambia County facilities as outlined below, with no guarantee of volume collected.

The County reserves the right to add, delete, change size of container, or frequency at County facilities upon giving the Servicing Company written notice. The Servicing Company will be responsible for all expenses associated with pickup, handling, transportation, processing, franchise fees, and marketing of the materials.

Refuse Container Scope of Service:

A. Overview

The objective is to provide routine service cycles, and additional service calls, as requested under the direction of the Facilities Management Department, or other Escambia County Department Representatives utilizing the services of the service company.

All regular and special service calls will be performed expeditiously, and must not interrupt the normal operations of the Escambia County facilities being served.

All work shall be performed in a safe and effective manner, in accordance with current waste removal services/maintenance procedures, and laws.

B. Service Performance

The servicing company will perform the following services, but not necessarily limited to:

- (1) Provide, deliver, and maintain the sized containers on site as required by the Departments.
- (2) Provide all skilled labor, materials, equipment, tools, insurance, and fees as necessary to pick-up/empty containers per service schedules.
- (3) In the event the Servicing Company is unable to make scheduled pickups in a particular day, Servicing Company shall notify the County Representative by the end of the following business day of any, and all pickups missed and when those pickups will be performed.
- (4) Insure that all container contents are disposed of using legally sanitary and environmentally acceptable methods, in accordance with all federal, state and local laws, statutes, and ordinances which govern such activities.
- (5) Provide all equipment, and operators to pick-up/ empty containers per service schedules. Additionally, the Servicing Company will provide special collections, when requested by the County.
- (6) The Servicing Company shall maintain a point of contact and phone number to handle, and resolve questions and concerns involving requested services. All calls will be

addressed in a timely manner. If the point of contact changes the Service Company will notify the County's Representative the next business day.

C. Containers

All containers shall be delivered, and maintained in sanitary, mechanically and aesthetically pleasing physical condition. Servicing company shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs.

Locking dumpsters and dumpsters with side doors will be provided upon request at no additional cost to the county.

Any changes or discrepancies between the containers noted on the Bid Form as having locks and those physically noted to have locks will be addressed after the Award.

D. Pricing

The fee charged shall include all costs associated with providing solid waste container service to the county per location. (Container delivery, franchise fees, overhead, landfill disposal fees, permits, gas surcharges, etc.)

E. Franchise and Permits

The serving company shall maintain a franchise with the City of Pensacola, and Escambia County for hauling municipal solid waste. Additionally, the servicing company shall maintain a current solid waste permit from Escambia County.

Recyclable Material Container Scope of Service:

This information outlines the responsibility of the recyclable material container service to furnish all processional services, skilled labor, materials, equipment, tools, insurance, and fees to provide for the collection and removal of recyclable paper products, and the steel, aluminum, glass and plastic containers commingled in the recycle containers, which are produced by County facilities.

A. Overview

One of the main objectives of the County's Resource Conservation policy is to reduce total solid waste output through recycling. Significant quantities of clean computer paper, white copy paper, newsprint, and other paper products are generated at various facilities. The bulk of this material consists of mixed office papers, and corrugated containers, which are commingled in recycling containers with steel, aluminum, glass and plastic.

All regular and special service calls will be performed expeditiously, and must not interrupt the normal operations of the Escambia County facilities served. The County reserves the right to engage alternate vendors for similar work on an emergency basis. The County's Contract Administrator will determine emergency situations.

B. Recyclable Service Performance

The servicing company will perform the following services, but not necessarily limited to:

- (1) The servicing company shall provide, deliver, and maintain the sized containers on site as required by the departments.
- (2) Provide all equipment, and operators to pick-up/empty recyclable containers per service schedules. Additionally, the Servicing Company will provide special collections, when requested by the County.
- (3) Notify the County Representative of any revisions needed to be addressed, such as day of pick-up, size, and frequency adjustments.
- (4) The County requires the Servicing Company to pick up any unusually large quantities of paper at the County's convenience, upon giving the Servicing Company forty-eight (48) hours' notice.
- (5) In the event the Servicing Company is unable to make scheduled pickups on a particular day, the Servicing Company shall notify the County Representative by the end of the following business day of any, and all pickups missed and when those pickups will be performed.
- (6) The Servicing Company will be responsible for all expenses associated with pickup, handling, and transportation of recyclable materials.
- (7) If containers containing more than the permitted amount of contamination/out throws are found, the Servicing Company shall be responsible for notifying the County Representative.

When the IMRF finds a recycling container holds more than ten percent (10%) contamination by volume, the IMRF will document the type and amount of contamination and will inform the Servicing Company. The Servicing Company will then notify the County's Representative NLT the next business day. The Servicing Company will then include the IMRF documentation of the contamination with the following month's bill.

- (8) The Servicing Company shall maintain a point of contact and phone number to handle, and resolve questions and concerns involving requested services. All calls will be addressed in a timely manner. If the point of contact changes, the Service Company will notify the County's Representative the next business day.
- (9) The Servicing Company shall utilize the Interim Material Recycling Facility (IMRF) at the Perdido Landfill, 13009 Beulah Road. In the event the IMRF becomes non-operational for a period of 3 months or longer, another MRF could be utilized, as long as there would not be any additional cost to the County.

C. Containers

All recyclable material containers shall be delivered, and maintained in a sanitary, mechanically and electrically (as applicable) sound, and aesthetically pleasing physical condition. The servicing company shall provide maintenance, repairs, or replacement containers, as necessary due to loss, physical damage, electrical problems, mechanical failure, and/or related paint needs at its cost.

Locking dumpsters and dumpsters with side doors will be provided upon request at no additional cost to the county.

The County reserves the right to accept, or reject containers to be placed in buildings based on size, type, and/or color.

The Servicing Company shall replace, at his/her own cost and expense, all necessary recyclable material containers, or other acceptable material collection equipment required for this recycling program damaged due to neglect or lost by the Servicing Company. The containers, or material, shall be the same or better quality.