

**BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA
LAKE CITY, FLORIDA
INFORMATION TO BIDDERS**

For: Bid Project 2011-N

The Board of County Commissioners will receive sealed bids in the office of Commissioners, 135 NE Hernando Ave. Room 203, , Lake City, FL 32055, until 2:00 P.M. on May 25, 2011 for the following:

Residential, Commercial and Industrial Solid Waste Collection

Bids will be publicly opened and read in the Commissioners' office at 2:00 P.M. on May 25, 2011 or as thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted and will be returned to the bidder, unopened. Telegraph and telephone bids will not be accepted under any circumstances.

The board shall reserve the right to reject any and all bids, and to award the bid in the County's best interest.

The Bidder is required to use the "Bid Form" attached hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specifications must be clearly stated on a separate sheet ant attached to the "Bid Form." Only one bid form set will be furnished for each company or corporation interested in bidding. The one Complete bid form set is to be submitted in a sealed envelope, on the outside of which shall be marked "**Sealed Bid For 2011-N Solid Waste Collection**" and the name and address of the firm submitting the bid.

**Columbia County, Florida
Purchasing Department
General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for county use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.

14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.

25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

Columbia County, Florida
Request For Bids 2011-N
for
Residential, Commercial and Industrial Solid Waste Collection

SECTION I

GENERAL:

The purpose of this Request for Bids is to solicit sealed Bids to provide the services below to the Columbia County Board of Commissioners at the most favorable cost consistent with efficient operations. Bids are invited and will be received by the Columbia County, Florida with an anticipated beginning date of October 1, 2011.

1. Collection of Residential Solid Waste; and/or
2. Collection of Commercial Waste;
3. Collection of Industrial Waste

Bids must be made in accordance with Instructions to Bidders, Section II attached hereto. Copies of the Bid Forms are attached hereto. A Bid bond or certified check in the amount of 5% must accompany each Bid in accordance with the Instructions to Bidder.

The selected Bidder will be awarded the Contract through a vote of the Board of Commissioners approving and adopting the Contract Documents providing for its enforcement and penalties as provided by law. The County reserves the right to reject any or all Bids, to negotiate with any and all respondents, and to make an award in any manner, consistent with law, deemed in the best interest of the County.

The County is requesting a base bid and an alternate. The base bid shall be a fixed rate for the five year term of the contract and the alternate will an initial rate for year one with an annual fuel adjustment allowance.

SECTION II

INSTRUCTIONS :

1. Receipt and Opening of Bids

The Columbia County, Florida Board of Commissioners (the County) invites and will receive Bids on the forms attached hereto, all information must be appropriately completed. Bids will be received at the County's Office located at 135 NE Hernando Ave., Room 203, Lake City, FL 32056 **until 2:00 P.M. on May 25, 2011**, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Bids must be sealed and addressed to:

Columbia County
Purchasing
135 NE Hernando Ave., Room 203
Lake City, FL 32025

and plainly marked "**2011-N Bid for Waste Collection.**" The envelope must bear on the outside the name of the Bidder and its address.

2. Preparation of the Bid

An unbound original and five (5) copies of each bid must be submitted. The Bid response must be prepared in compliance with the "Bid Format" herein. Failure to comply with all provisions of this RFB may result in your Bid being disqualified.

Bidders must include the following information in their Bid and should use the following format when compiling their response. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Bid Format:

Cover Letter: This letter should be a brief formal letter from the Bidder which provides information regarding the company and its ability to perform the requirements of this RFB. It should be signed by a person who is authorized to commit the organization to perform the work included in the Bid, and should identify all materials and enclosures being forwarded in response to the RFB.

Executive Summary: The Executive Summary of the Bid shall be limited to three (3) single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFB.

Description of Firm's Relevant Expertise, Experience, and Capacity: Detail the qualification of Bidders' operations and staff regarding solid waste hauling and disposal. Bidders will be evaluated on their expertise in: solid waste hauling and disposal.

Business Plan: This section to include proposed approach for collecting and disposing waste from contracted routes.

Listing of, and Contacts for, Recent Work of Similar Scope and Size: Describe the service firm's years in this type of service business, along with a list of customers and contact persons for all work of similar size and scope provided within the past **five calendar years**. References must include contact names and current telephone numbers, type of service performed, contract period dates, and dollar value of contract.

Acceptance of Conditions: This section should demonstrate the offerors understanding of the County's needs, and how closely the proposed business plan for services complies with the requirements of the RFB.

Additional Data: Furnish additional information which aids in the evaluation of your Bid.

Price pages.

3. Bid Security and Evidence of Insurance

Each Bid must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in an amount equal to 5% of the first year's annual Contract amount as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form, as may mutually be agreed upon by the County and the selected Bidder), to do the work covered by such Bid and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.

Each Bid must also be accompanied by a Certificate of Insurance evidencing the coverage's set forth in Section II, 18.

4. Liquidated Damages for Failure to Enter Into the Contract

The Contract shall be deemed as having been awarded effective upon the vote of the Board and formal notice of such award shall be mailed by the County to the Bidder.

The Bidder to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the County and the selected Bidder and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award. Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's Bid security may be declared forfeited to the County as liquidated damages and the award may then be made to the next best qualified Bidder or the work readvertised for Bids as the County may elect. Such forfeited security shall be the sole remedy of the County.

5. Security for Performance

Upon contract execution a letter from a corporate surety company authorized to do business in the State of Florida as outlined in Section II.19, Bond shall be supplied to the County.

6. Scope of Work

The County is requesting Sanitation Collection Bids for the collection of residential garbage, commercial businesses and industrial businesses. Bids should include a cost for a residential once a week curbside collection of solid waste and yard waste (bagged or bundled) and two free white good pickups per year per residence. The service shall be provided on all passable county roads whether publicly or privately owned. All cans will be returned to an upright position with lids secured. The County would also like to receive Bids for the following options: second weekly pickup(Contractor shall be responsible for billing), contractor to provide 90 gallon cart system to each resident, residential curbside recycling, leaf & limb services, and backdoor pickup to include any senior citizen discounts (options are system wide not individual basis). Residential collection can occur on any day of the week, Monday thru Friday as long it is the same day each week. Services for bulky waste and large item will be expected but are not to be included in the Bids. The County estimates that it has approximately 20,307 residential units producing approximately 1665 tons of waste per month. Routes shall be established and in place within six months of operation. Residents shall be notified two weeks in advance to any substantial changes to routes after the initial six months.

Small commercial establishments generating less than 2 cubic yards of garbage may chose to utilize cart services. The County currently has several small commercial services that utilize residential pickup. The commercial establishments that generate more than 2 cubic yards of garbage shall be serviced by Front End Loader containers of adequate size and frequency as to meet the needs of the business. Currently the County Landfill receives approximately 924 tons per month from this contract for commercial services. The contractor would be expected to assume these clients as existing contracts expire. All commercial establishments will be serviced by dedicated commercial trucks and may not be serviced during residential routes.

Large generators of waste material shall have available to them Roll Off container services. The Bidder shall supply base pricing for all permanent users of Roll Off container services. Currently the County Landfill receives approximately 8.5 tons per month from class one industrial services and approximately 93 tons per month from class three industrial services.

A twelve (12) percent franchise will be collected from the contractor from the total revenues associated with all commercial and industrial billing.

The County currently collects a per parcel assessment for solid waste in the unincorporated areas of the County. The Contractor will provide quarterly billing for residential customers billed directly to the County. The Contractor will contract independently with commercial and industrial customers. The Bidder shall provide information required to be submitted to the State of Florida by the Landfill Director on a quarterly basis.

Disposal Site Commercial and Industrial

As a material consideration for the County entering into this Agreement it is agreed all solid waste shall be hauled to and disposed of at a place or places to be provided by the County. Currently County charges Collector forty two dollars (42.00) per ton for each ton of Class I and twenty-eight dollars (\$28.00) for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. In the event that an alternative disposal site is selected by the County or disposal fees are increased at Columbia County Landfill the Collector shall be entitled to an increase in the rates specified in this Agreement to compensate the Collector for any increased transportation and disposal costs which result from such a change or price increase. Such increase shall be implemented by the County within thirty (30) days of the increased costs being incurred.

Disposal Site Residential

As a material consideration for the County entering into this Agreement it is agreed all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Collector excluding tipping fees. Verification of source of load and weight ticket shall be required by The County on a quarterly basis. Any solid waste hauled to the disposal site by the Collector that is not generated in the County and not covered under the terms of this Contract will subject the following penalties:

1. It shall be a violation and breach of contract if any refuse is disposed of in Columbia County landfill that was not collected in the normal course of providing residential service provided for in these specifications, or either residential or commercial service in other contracts with Columbia County.

2. The penalty to be assessed for the first violation will be \$1,000; for the second violation, \$5,000; and for the third violation, loss of Contract.

7. Conditions

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the specifications.

It is also expected that the Bidder will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to his Bid or to the Contract. The County shall make all such documents available to the Bidders.

Except with respect to events or conditions, which are not reasonably discoverable, the Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the County.

The Bidder's attention is directed to the fact that all applicable State laws, County ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract. Where any provision or requirement of law is in conflict, the higher standard shall prevail.

The Bidder is asked to include a statement of material interest and or non-collusion if there exists any relation whatsoever between the Bidder's company and any employee or elected official of the County.

8. Addenda and Explanations

Explanations desired by a prospective Bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be posted on the County website. Every request for such explanation shall be in writing addressed to the County Purchasing Director via email to **ben_scott@columbiacountyfla.com**. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Bids shall become a part of the Contract Documents and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, will be posted on the County website. It is the responsibility of each bidder to review the County website for any addenda prior to submitting a bid. All addenda shall be confirmed by bidder on bid form.

9. Name, Address and Legal Status of the Bidder

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all general partners. Partnership and individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Bid.

Anyone signing a Bid as an agent of another or others must submit with his Bid, legal evidence of his authority to do so.

10. Competency of Bidder

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified responsible Bidder. The County reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

- a. The County shall require submission with the Bid the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:
 - (1) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
 - (2) Evidence that the Bidder is in good standing under the laws of the State of Florida, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Florida.
 - (3) Evidence that Bidder has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse, recyclables and/or yard trimmings collection with refuse disposal, recycling and/or yard trimmings composting experience.
 - (4) A comprehensive and detailed list of all communities in Florida with whom the Bidder has present contracts for each service proposed and each and every

community in Florida with whom the Bidder has held contracts within the past five years, but for whom no present contractual relationship exists.

b. In the event that the County shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible Bidder in order to determine whether he is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

- (1) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- (2) Evidence, in form and substance satisfactory to the County, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (3) Evidence in form and substance satisfactory to the County, that Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- 4) Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

11. Disqualification of Bidders

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- a. Evidence of collusion among Bidders.

- b. Failure to complete the Bid as required herein, including the failure to provide required auxiliary material.
- c. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or confirmed through contact of references and previous contracts.
- d. Lack of responsibility as shown by past work judged from the standpoint of workmanship as submitted.

12. Operation

- a. Holidays – these are days the Landfill has historically been closed:

- (1) New Years Day

- (2) Thanksgiving Day

- (3) Christmas Day

Contractors will provide a list of all holidays that will be observed. Contractors will provide explanation in Bid of how they will collect solid waste for those customers whose normal pickup day falls on a holiday.

- b. Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within 24 hours after the complaint is received. (See Attached Penalty Matrix)
- c. Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor. If a vehicle is found to be leaking any liquids it shall immediately be removed from service until the necessary repairs have been completed.

- d. Office – The Contractor shall maintain an office or such other facilities located in Columbia County through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times (emergency number). The contractor shall furnish a recording advising as how to resolve after hours service issues.
- e. Disposal – All refuse collected for disposal by the Contractor shall be hauled to the County’s landfill, known as Winfield Solid Waste Facility.
- f. Special Pickup – Residences which can verify no able bodied person under the age of 75 live on the premises will qualify and receive backdoor pickup.

13. Compliance With Laws

The Contractor shall conduct operations under the Contract in compliance with all applicable laws; provided, however, that the specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the County on the subject. In the event that the collection of any Refuse, or the disposal of Refuse at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Refuse shall remain the responsibility of the Contractor.

14. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

15. Indemnity

The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys’ fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

16. Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the County.

17. Terms

The Contract shall be for a five (5) year period beginning October 1, 2011 and ending five (5) years thereafter.

In the event there should occur any material breach or material default in the performance of any obligation of the County or the Contractor which has not been remedied within thirty (30) days (or been undertaken to cure within thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner) after receipt of written notice from the non-breaching party specifying such breach or default, the non-breaching party may terminate the Contract upon written notice to the other party. In the event of such a breach, event or default, or termination of the Contract, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the County shall be obligated to pay the Contract for services rendered or charges incurred by the Contractor prior to the termination.

18. Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence

Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
and Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

19. Bond

a. Performance Bond

- (1) The Contractor will be required to furnish a corporate surety bond as security for the performance of the Contract. Said surety bond must be in the amount of 100% of annual contract amount and must be renewed annually.
- (2) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (3) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Florida.

- b. Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

20. Storms and Other Disasters

The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the County may grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor. In addition, the County and the Contractor may negotiate the amounts to be paid to Contractor for services to be performed as a result of increased volumes resulting from such Act or event.

21. Transferability of Contract

The Contract shall not be transferable or assignable to another individual partnership or corporation without the express written consent of the County. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Contract.

22. Basis of the Bid

Bids for are solicited on the basis of the rate as expressed in figures in the Bid(s) which shall govern, and any errors found will be corrected.

23. Arbitration

In the event that either party should fail to comply with the terms or requirements of each Request for Bid, Instructions, Contractor's Bid, Performance Bond, or Contract, the County and Contractor agree that they will first attempt to resolve the matter through arbitration. If the parties are unable to agree upon an arbitrator, the presiding judge of the Court of Columbia County shall appoint an arbitrator. Arbitration must be conducted and completed within thirty (30) days of the selection or appointment of the arbitrator. If either party is dissatisfied with the decision of the arbitrator, either party shall have a right to proceed to resolve their disputes through the court system. The non-prevailing party shall pay all litigation expenses that are incurred by the prevailing party.

**CONTRACTOR'S BID FOR
2011-N RESIDENTIAL SOLID WASTE COLLECTION
AND RECYCLING SERVICES, COMMERCIAL COLLECTION AND INDUSTRIAL
COLLECTION**

BASE BID (NO PRICE ADJUSTMENTS)

TO: Columbia County, Florida Board of Commissioners

Bid of

_____ (an individual) (a partnership) (a corporation) duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions to propose for Residential Solid Waste Collection and Recycling Services, Commercial Collection Services and Industrial Collection Services, for Columbia County, Florida, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates, expressed in figures hereinafter set forth:

- a. For Residential Solid Waste Collection and Residential Recycling Services:

	Option A: Curbside Service	Option B: Contractor Supplied Carts
Regular Resident	_____ /month	_____ /month
Backdoor Resident	_____ /month	_____ /month
Second Pickup	_____ /month	_____ /month
CONTRACT OPTIONS		
Recycling	_____ /month	_____ /month
Leaf & Limb	_____ /month	_____ /month

b. For Commercial Solid Waste Collections Per Week:

	1 Time	2 Times	3 Times
Small Commercial		N/A	N/A
2 yard			
4 yard			
6 yard			
8 yard			

c. For Industrial Solid Waste Collection:

Prices for Permanent Roll Off (Base Prices)

	Delivery/Install Cost	Rental Cost	Disposal Cost	Per Pull Cost
2 yard stationary compactor				
40 yard receiver container				
30 yard self contained compactor				
20 yard open top container				
30 yard open top container				
40 yard open top container				

Prices For Temporary Roll Off

	Delivery Cost	Rental Cost	Disposal Cost	Per Pull Cost
20 yard open top container				
30 yard open top container				
40 yard open top container				

d. For County Services:

- 1) Detention Center (8 yard) 5X Week \$ _____ per month
- 3) Courthouse (4 yard) 3X Week \$ _____ per month
- 4) Animal Shelter (8 yard) 2X Week \$ _____ per month
- 5) Agricultural Extension (8 yard) 2X Week \$ _____ per month
- 7) Veteran’s Service (4 yard) 1X Week \$ _____ per month
- 8) Emergency Operation Center (4yard) 1X Week \$ _____ per month
- 9) Supervisor of Elections (2 yard) 1X Week \$ _____ per month
- 10) Courthouse Annex (8 yard) 2X Week \$ _____ per month
- 11) Sheriff’s Office (6 yard) 1X Week \$ _____ per month
- 12) Fire Station #43 (2 yard) 1X Week \$ _____ per month
- 13) Fire Station #46 (4 yard) 1X Week \$ _____ per month
- 14) Fire Station #48 (4 yard) 1X Week \$ _____ per month
- 15) EMS Station One (4 Yard) 1X Week \$ _____ per month
- 16) Main Library (4 Yard) 1X Week \$ _____ per month
- 17) West Branch Library (2 Yard) 1X Week \$ _____ per month

**CONTRACTOR'S BID FOR
2011-N RESIDENTIAL SOLID WASTE COLLECTION
AND RECYCLING SERVICES, COMMERCIAL COLLECTION AND INDUSTRIAL
COLLECTION**

ALTERNATE BID (ANNUAL FUEL ADJUSTMENT)

TO: Columbia County, Florida Board of Commissioners

Bid of

_____ (an individual) (a partnership) (a corporation) duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the instructions to propose for Residential Solid Waste Collection and Recycling Services, Commercial Collection Services and Industrial Collection Services, for Columbia County, Florida, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates, expressed in figures hereinafter set forth:

- a. For Residential Solid Waste Collection and Residential Recycling Services:

	Option A: Curbside Service	Option B: Contractor Supplied Carts
Regular Resident	_____ /month	_____ /month
Backdoor Resident	_____ /month	_____ /month
Second Pickup	_____ /month	_____ /month
CONTRACT OPTIONS		
Recycling	_____ /month	_____ /month
Leaf & Limb	_____ /month	_____ /month

b. For Commercial Solid Waste Collections Per Week:

	1 Time	2 Times	3 Times
Small Commercial		N/A	N/A
2 yard			
4 yard			
6 yard			
8 yard			

c. For Industrial Solid Waste Collection:

Prices for Permanent Roll Off (Base Prices)

	Delivery/Install Cost	Rental Cost	Disposal Cost	Per Pull Cost
2 yard stationary compactor				
40 yard receiver container				
30 yard self contained compactor				
20 yard open top container				
30 yard open top container				
40 yard open top container				

Prices For Temporary Roll Off

	Delivery Cost	Rental Cost	Disposal Cost	Per Pull Cost
20 yard open top container				
30 yard open top container				
40 yard open top container				

d. For County Services:

- 1) Detention Center (8 yard) 5X Week \$ _____ per month
- 3) Courthouse (4 yard) 3X Week \$ _____ per month
- 4) Animal Shelter (8 yard) 2X Week \$ _____ per month
- 5) Agricultural Extension (8 yard) 2X Week \$ _____ per month
- 7) Veteran's Service (4 yard) 1X Week \$ _____ per month
- 8) Emergency Operation Center (4yard) 1X Week \$ _____ per month
- 9) Supervisor of Elections (2 yard) 1X Week \$ _____ per month
- 10) Courthouse Annex (8 yard) 2X Week \$ _____ per month
- 11) Sheriff's Office (6 yard) 1X Week \$ _____ per month
- 12) Fire Station #43 (2 yard) 1X Week \$ _____ per month
- 13) Fire Station #46 (4 yard) 1X Week \$ _____ per month
- 14) Fire Station #48 (4 yard) 1X Week \$ _____ per month
- 15) EMS Station One (4 Yard) 1X Week \$ _____ per month
- 16) Main Library (4 Yard) 1X Week \$ _____ per month
- 17) West Branch Library (2 Yard) 1X Week \$ _____ per month

Fuel Adjustment Rates Alternate Bid Only

Commencing on October 1, 2012 and each year thereafter, the rates shall be adjusted utilizing the procedures provided for herein. The rates shall be adjusted based on the formula provided herein.

The percentage change in diesel fuel cost based upon the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average prices of diesel fuel for the lower Atlantic United States. The link is as follows:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

The average annual price from the first week in the month of October is used to determine the percentage change in fuel, the formula for determining the percentage change is as follows:

$$\frac{\text{Fuel 2} - \text{Fuel 1}}{\text{Fuel 1}} \times 100\% = \text{percent of increase/decrease}$$

Fuel 2 = the monthly average from October through September of each contract year

Fuel 1 = the fuel price as of the first of October of each contract year

For example, if fuel cost for October 2011 was \$3.85 and the average fuel price at year end is \$4.05, the percentage change would be .42%. So if the base price = \$11.00 the new rate would equal \$11.05.

If the fuel index becomes unavailable, a reasonable substitute, as prepared by the United States Department of Energy or comparable federal agency shall be used. Contractor shall provide the County with prior written notice of any rate adjustment due to the change in the Index with a detailed calculation of how the new rates were determined together with documentation evidencing the adjustment.

The percent of increase shall not exceed 5% in any given year.

Limitation on rate changes

The Franchisee shall not be allowed a rate increase for any reason other than those expressly specified in this bid. Notwithstanding, in the event that a federal, state or local entity imposes a fee, charge, or tax after the date of this bid that applies to Franchisee's operations per se, such fee, charge or tax shall be treated as a change in law and shall be passed through as a separate billed item after notice and confirmation by the County.

Penalties

For the purpose of computing damages under the provisions of this agreement it is agreed that the County may deduct from payments due or to become due to the contractor the following amounts as liquidated damages:

Failure to return containers to designated locations and replace lids	\$5 per instance for second or more similar incident at same residence
Failure or neglect to correct chronic problems in any category	\$25 per instance for third or more similar incident at same residence
Failure to submit reports to Landfill Director on time	\$100 per day
Failure to clean up spilled refuse	\$10 per instance at first or more similar incident at same residence
Failure or neglect to collect refuse from any premises within 24 hours from scheduled date	\$25 per instance at first or more similar incident at same residence
Failure or neglect to notify citizens of substantial change in route	\$10 per residence not notified
Leachate from compaction on roadway due to leaking truck	\$100 per instance and immediate removal of truck from service

Complaints listed above will be vigorously investigated and penalties will be assessed when justified. No penalties shall be assessed if complaints are not valid. Contractor shall make a reasonable effort to contact the resident to remedy the situation if Contractor is prevented or hindered in the provision of any services required under this agreement on any premises. If Contractor is unable to contact the resident and remedy the situation, the Contractor shall notify Metro of the situation.