

**COLUMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2021-E  
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL  
SOLID WASTE SERVICES**

The Board of County Commissioners (County) will receive sealed bids in the office of the Commissioners, 135 NE Hernando Ave., Room 203, Lake City, FL 32055, until 2:00 PM local time on June 2, 2021 for the following:

**Residential, Commercial, and Industrial Solid Waste Services**

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The solicitation information is available online only at: <http://www.columbiacountyfla.com/PurchasingBids.asp>

A responsive bidder shall furnish the County with a 5% bid bond with submittal. The successful bidder will be required to furnish a performance bond and proof of required insurances prior to commencing work.

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, June 2, 2021, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to Esther Chung, Purchasing Director, at [echung@columbiacountyfla.com](mailto:echung@columbiacountyfla.com) no later than May 17, 2021, at 2:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each individual or company interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

**All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

**SECTION I. GENERAL INSTRUCTIONS**

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 entities similar to 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 thirty (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 Department 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 item 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/her 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/her 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/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her 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; otherwise, 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 online at: <http://www.columbiacountyfla.com/PurchasingBids.asp>.
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.
40. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

## **SECTION II. DEFINITIONS**

1. Bulk yard debris: large tree pieces, limbs, shrubs, leaf piles, placed beside the road that are not part of yard trash or regular pickup.
2. Class I waste: solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.
3. Class III waste: yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.
4. Commercial solid waste: all types of solid waste generated by stores, offices, restaurants, warehouses, hotels, motels, and other nonmanufacturing activities, excluding household waste and industrial solid waste.
5. Construction and demolition debris (C&D): discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
6. Industrial solid waste: solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
7. Recyclable material: those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
8. Residential waste: any solid waste, including garbage, and trash, derived from households, including single and multiple residences.

9. Solid waste: includes bulk yard debris, commercial solid waste, (C&D), industrial solid waste, residential waste, yard trash, and white goods. This excludes waste that is sludge not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid waste pursuant to this chapter are: recovered materials; nuclear source or byproduct materials regulated under Chapter 404, F.S., or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.
10. Yard trash: vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils.
11. White goods: inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

### **SECTION III. INTRODUCTION**

The purpose of this solicitation is to invite sealed bids to provide the services below from a single contractor to the Columbia County Board of Commissioners at the most favorable cost consistent with efficient operations. It is anticipated that the successful bidder will begin service on October 1, 2021 for:

Collection of Residential Waste;

Collection of Commercial Solid Waste;

Collection of Industrial Solid Waste;

Collection of Recyclable Material

Yard Trash

Bulk Yard Debris

Bids must be made in accordance with this solicitation. Copies of the Bid Forms are attached hereto.

The County is requesting submissions on two (2) bid options.

1. Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste Permanent Roll-Off Containers, and Construction and Demolition Waste Temporary Roll-Off Containers

## 2. Residential Solid Waste and Commercial Solid Waste ONLY

### **SECTION IV. FUEL SURCHARGE/REBATE**

Pricing for the solicitation is per ton or per load whichever is most advantageous to the County and is inclusive and based on current fuel prices. There is no additional fuel surcharge or rebate at this time. In the event there is a substantial change in the cost of diesel fuel, a fuel surcharge/rebate may be negotiated. A substantial change is defined as a 25% or more increase or decrease in diesel fuel costs over four (4) consecutive weeks.

The benchmark will be cost of fuel on the date of execution of the agreement from the website AAA Gas Prices ([gasprices.aaa.com](http://gasprices.aaa.com)) for the Jacksonville area.

### **SECTION V. SUBMISSION REQUIREMENTS**

Bidders shall submit one (1) original response, marked "Original", five (5) copies marked "Copy", and one (1) flash drive of the bid must be received in a sealed envelope clearly marked on the outside with the Bidder's name and "**Sealed Proposal for Bid No. 2021-E Residential, Commercial, and Industrial Solid Waste Services**" by **2:00 PM EST on June 2, 2021** addressed and delivered to:

**Columbia County Board of County Commissioners  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32055**

Interested contractors or individuals shall include the following information in their submittals in the exact order listed herein with separating page tabs in an 8.5 by 11-page format. The submission shall be bound, or in a three-ring binder, or equivalent folder. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Each Bidder shall submit adequate documentation to certify the Bidder's compliance with the County's requirements. Submissions shall be clear and concise and provide the information requested herein. The entire submission shall not exceed fifty (50) pages in length (not including Tabs E and F).

Firms shall submit written proposals clearly demonstrating their ability to provide quality services in a timely and cost effective manner. Submittals **must include the following:**

#### **TAB A: 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 solicitation. 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 solicitation. The letter is not to exceed two (2) pages.

**TAB B: Description of Firm’s Relevant Expertise, Experience, and Capacity**

Detail the qualifications of the Bidder’s operations and staff regarding solid waste hauling and disposal. Bidders will be evaluated on their expertise. This tab is to include item 1. C. of Section VII. Competency of Bidder.

**TAB C: Business Plan**

This tab is to include the proposed approach for collecting and disposing waste from contracted routes. This section should demonstrate the Bidder’s understanding of the County’s needs, and how closely the proposed business plan for services complies with the requirements of this solicitation. Include the list of observed holidays and explanation of collection. This tab is to include items 1. a. and 1. b. of Section VII. Competency of Bidder.

**TAB D: Listing and Contracts for Recent Work of Similar Scope and Size**

Describe the Bidder’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 (5) calendar years. References must include contact names and current telephone numbers, type of services performed, contact period dates, and dollar value contract. This tab is to include item 1. d. of Section VII. Competency of Bidder.

**TAB E: Additional Material**

Any other information considered pertinent by the proposer. Each Respondent may, but is not required to, include any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked “Additional Materials”. Note these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience.

**TAB F: Attachments**

Attachment A	Bid Form
Attachment B	Bid Bond
Attachment C	Certificates of Insurance

## **SECTION VI. SCOPE OF WORK**

The County is requesting bids for the collection of residential waste, yard trash, bulk yard debris, recyclable material, commercial solid waste, and industrial solid waste.

### **Residential Waste, Yard Trash, Bulk Yard Debris, Recyclable Material**

Bids should include a cost for a residential once a week curbside collection of solid waste and yard waste, bagged or bundled not to exceed forty pounds (40lbs), and two (2) free white good pickups per year per residence. The service shall be provided on all passable public county roads and authorized privately maintained roads. All containers will be returned to an upright position with lids secured.

The County would like to receive Bids for the following options: second weekly pickup, contractor provided ninety (90) gallon cart system to each residence, residential curbside recycling, yard trash services as a separate pickup, backdoor pickup to include any senior citizen discounts, and bulk yard debris pickup. Options are system-wide with the exceptions of second day pickup and bulk yard debris.

1. The County does not accept single stream recycling.
2. Currently, there are eight (8) backdoor pickups throughout the County.
3. Bulk yard debris have weight and size limitations. Weight limit is forty pounds (40lbs) per bag; tree limb length is no longer than four feet (4ft) and four inches (4in) in diameter in up to forty pound (40lb) bundles.

Contractor shall be responsible for billing non-system wide items. Residential collection can occur on any day of the week, Monday thru Friday as long it is the same day each week. The County estimates that it has approximately 22,236 residential units producing approximately 1,983 tons of waste per month. This tonnage includes yard trash collected during regular residential waste collection pickups. Routes shall be established and in place within six (6) months of operation. Residents shall be notified two (2) weeks in advance to any substantial changes to routes after the initial six (6) months.

### **Residential Solid Waste Disposal**

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. Disposal of residential solid waste at the provided location(s) is at the expense of the Contractor 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 Contractor that is not generated in the County and not covered under the terms of this Agreement will be subject to the following penalties:

1. It shall be a violation and breach of contract if any refuse is disposed of in the Winfield Solid Waste Facility that was not collected in the normal course of providing residential service provided for in this Scope, 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.

### **Semi Annual Cleanup Service**

The Contractor shall provide Semi-Annual Cleanup Service during the Spring and Fall seasons for the duration, or any extension hererof this Agreement. The Contractor will place roll-off containers in up to five (5) separate locations as designated by the County, one (1) location at a time, for a total of up to five (5) consecutive weeks. The Contractor will incur all costs, except disposal costs, during each said five (5) week period.

### **Commercial and Industrial Solid Waste**

Small commercial establishments generating less than two (2) cubic yards of garbage may choose to utilize cart services. The County currently has several small commercial services that utilize residential pickup. The commercial establishments that generate more than two (2) cubic yards of garbage shall be serviced by commercial front load containers of adequate size and frequency as to meet the needs of the business. Currently, the Winfield Solid Waste Facility receives approximately 1,358 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 Winfield Solid Waste Facility receives approximately 8 tons per month from Class I industrial waste services and approximately 439 tons per month from Class III industrial waste services.

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

The County 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 Solid Waste Director on a quarterly basis.

### **Commercial and Industrial Solid Waste Disposal**

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 the Contractor fifty-two dollars (52.00) per ton for each ton of Class I solid waste collected and disposed at the Winfield Solid Waste Facility. The County charges the Contractor thirty-seven dollars (\$37.00) per ton or four dollars and fifty-cents (\$4.50) per cubic yard of Class III solid waste collected and disposed at the Winfield Solid Waste Facility. The Class III rate option (per ton or per cubic yard) is elected by the Contractor and will be in effect for the duration of the Agreement.

In the event that an alternative disposal site is selected by the County or disposal fees are

increased at Winfield Solid Waste Facility, the Contractor shall be entitled to an increase in the rates specified in this Agreement to compensate the Contractor 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.

## **SECTION VII. 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 submissions or from other sources.

1. 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:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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 (5) years, but for whom no present contractual relationship exists.
2. In the event that the County shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:
  - a. Evidence that the Bidder is capable of commencing performance as required in the solicitation documents.
  - b. Evidence, in form and substance satisfactory to the County, that the Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the solicitation documents.
  - c. Evidence, in form and substance satisfactory to the County, that the Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the solicitation documents.
  - d. 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.

## **SECTION VIII. OPERATION**

1. Holidays – these are days the Winfield Solid Waste Facility has historically been closed:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

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

2. 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)

3. 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.

4. Records

The Contractor shall provide to County, on reasonable request, all route and scheduling information to include customer account list developed and used by Contractor in connection with its performance of this Agreement.

5. 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 responsible staff 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.

#### 6. Disposal

All refuse collected for disposal by the Contractor shall be hauled to the Winfield Solid Waste Facility, located at 1347 N.W. Oosterhoudt Lane, Lake City, FL 32055.

#### 7. 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.

#### 8. Storms and Other Disasters

The work under the Agreement 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 the Contractor. In addition, the County and the Contractor may negotiate the amounts to be paid to the Contractor for services to be performed as a result of increased volumes resulting from such flood, hurricane or other Act or event.

#### 9. Compliance with Laws

The Contractor shall conduct operations under the Agreement 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.

#### 10. Nondiscrimination

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

#### 11. 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 Agreement; 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.

#### 12. Licenses, Permits, and Taxes

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

#### 13. Transferability of Agreement

The Agreement 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 Agreement.

#### 14. Arbitration

In the event that either party should fail to comply with the terms or requirements of each solicitation, Instructions, Contractor's Bid, Performance Bond, or Agreement, 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.

### **SECTION IX. TERM**

The term of this Agreement shall be for a five (5) year period beginning the date of approval and execution of Agreement by the County. Unless terminated by giving written notice under this part, the Agreement shall renew for one (1) successive five (5) year term, for a total of ten (10) years.

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 Agreement upon written notice to the other party. In the event of such a breach, event or default, or termination of the Agreement, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the County shall be obligated to pay the Agreement for services rendered or charges incurred by the Contractor prior to the termination. Notwithstanding any termination, the County shall be obligated to pay the Agreement for services rendered or charges incurred by the Contractor pursuant to the contract, and the Contractor shall continue to perform all services under the contract for not less than ninety (90) days from the date of any termination to allow for transition to a new vendor.

### **SECTION X. INSURANCE**

Each submission must also be accompanied by Certificates of Insurance evidencing the coverage's herein.

The Contractor shall at all times during the Agreement 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:

<b>Coverages</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Requirement
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
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.

## **SECTION XI. BONDS**

1. Each submission 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 Residential 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 solicitation and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.
2. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the subsequent Agreement, in the amount of 100% of the annual residential contract amount and must be renewed annually, the costs of which are to be paid by the Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published

by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

3. 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.
4. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Florida.
5. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Agreement documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.
6. 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.

### PENALTIES MATRIX

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 Solid Waste 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 the County of the situation.

**ATTACHMENT A  
BID FORM**

The undersigned, having carefully read and considered the instructions to propose for Bid No. 2021-E for Residential, Commercial, and Industrial Solid Waste 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 Agreement documents at the rates, expressed in figures hereinafter set forth:

**OPTION 1:** Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste Permanent Roll-Off Containers, and Construction and Demolition Waste Temporary Roll-Off Containers

- a. Curbside Service
- b. Curbside Service with Contractor Supplied Carts

Option 1 shall include County services. See list below.

**Residential Solid Waste Collection**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,236	\$
Backdoor Resident	\$	12	22,236	\$
Second Pickup	\$	12	22,236	\$
Recycling	\$	12	22,236	\$
Yard Trash	\$	12	22,236	\$
Bulk Yard Debris	\$	12	22,236	\$

**Total OPTION 1 Residential Solid Waste Collection WITHOUT Carts \$ \_\_\_\_\_**

**OPTION 1**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service with Contractor Supplied Carts (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,236	\$
Backdoor Resident	\$	12	22,236	\$
Second Pickup	\$	12	22,236	\$
Recycling	\$	12	22,236	\$
Yard Trash	\$	12	22,236	\$
Bulk Yard Debris	\$	12	22,236	\$

**Total OPTION 1 Residential Solid Waste Collection WITH Carts \$ \_\_\_\_\_**

**OPTION 1****Commercial Solid Waste Collection and Disposal**

	1 Time per week	2 Times per week	3 Times per week
Small Commercial (cart service)	\$	N/A	N/A
2 yard frontload container	\$	\$	\$
4 yard frontload container	\$	\$	\$
6 yard frontload container	\$	\$	\$
8 yard frontload container	\$	\$	\$

**Industrial Solid Waste**

## Permanent Roll-Off Containers

	Delivery/ Install	Rental per month	Per Pull	Disposal	
				Per ton	Per cubic yard
2 yard stationary compactor	\$	\$	\$	\$	N/A
40 yard receiver container	\$	\$	\$	\$	N/A
30 yard self-contained compactor	\$	\$	\$	\$	N/A
20 yard open top container	\$	\$	\$	\$	\$
30 yard open top container	\$	\$	\$	\$	\$
40 yard open top container	\$	\$	\$	\$	\$

**OPTION 1****Construction and Demolition Waste**

## Temporary Roll-Off Containers

	Delivery/Install	Rental per month	Per Pull	Disposal	
				Per ton	Per cubic yard
20 yard open top container	\$	\$	\$	\$	\$
30 yard open top container	\$	\$	\$	\$	\$
40 yard open top container	\$	\$	\$	\$	\$

**OPTION 2: Residential Solid Waste and Commercial Solid Waste ONLY**

- a. With carts
- b. Without carts

Option 2 shall include County services. See list below.

**Residential Solid Waste Collection**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,236	\$
Backdoor Resident	\$	12	22,236	\$
Second Pickup	\$	12	22,236	\$
Recycling	\$	12	22,236	\$
Yard Trash	\$	12	22,236	\$
Bulk Yard Debris	\$	12	22,236	\$

**Total OPTION 2 Residential Solid Waste Collection WITHOUT Carts \$ \_\_\_\_\_**

**OPTION 2**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service with Contractor Supplied Carts (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,236	\$
Backdoor Resident	\$	12	22,236	\$
Second Pickup	\$	12	22,236	\$
Recycling	\$	12	22,236	\$
Yard Trash	\$	12	22,236	\$
Bulk Yard Debris	\$	12	22,236	\$

**Total OPTION 2 Residential Solid Waste Collection WITH Carts \$ \_\_\_\_\_**

**OPTION 2****Commercial Solid Waste Collection and Disposal**

	1 Time per week	2 Times per week	3 Times per week
Small Commercial (cart service)	\$	N/A	N/A
2 yard frontload container	\$	\$	\$
4 yard frontload container	\$	\$	\$
6 yard frontload container	\$	\$	\$
8 yard frontload container	\$	\$	\$

**COUNTY SERVICES**

Cost per pickup X Pickup(s) per Week X Weeks of Service = Extended Cost

Location Name	Location Address	Container/Cart Size	Cost per pickup	Pickup(s) per week	Weeks of Service	Extended Cost
Animal Shelter	1392 NW Shelter Gln.	Frontload 8 yd.	\$	2	52	\$
Annie Mattox Park	537 NE Center Ave	Frontload 8 yd.	\$	1	52	\$
Bethlehem Community Center	835 SE Bethlehem Ave.	Frontload 8 yd.	\$	1	52	\$
Columbia County Emergency Operations Center	263 NW Lake City Ave.	Frontload 6 yd.	\$	2	52	\$
Columbia County Fire Station #40	508 SW State Road 247	Frontload 4 yd.	\$	1	52	\$
Columbia County Fire Station #42	7264 NW US Highway 41	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #43	2318 SW Pinemount Hwy.	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #45	12595 S US Highway 441	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #46	495 SW Dortch St.	Frontload 2 yd.	\$	1	52	\$
Columbia County Fire Station #48	370 SE Race Track Ln.	Frontload 4 yd.	\$	1	52	\$
Columbia County Fire Station #50	1456 NW Mershon St.	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #51	579 NW Lake Jeffery Rd.	96 gal Cart	\$	1	52	\$
Columbia County Library West Branch	435 NW Hall of Fame Dr.	Frontload 4 yd.	\$	1	52	\$
Columbia County Main Library	308 NW Columbia Ave.	Frontload 2 yd.	\$	1	52	\$
Columbia County Sheriff's Office	4917 E US Highway 90	Frontload 6 yd.	\$	1	52	\$

Columbia County Sheriff's Office Sub Station	347 Business Point Dr.	Frontload 2 yd.	\$	1	52	\$
Courthouse Annex	135 NE Hernando Ave.	Frontload 8 yd.	\$	5	52	\$
Deep Creek Community Center	11934 N US Highway 441	Frontload 2 yd.	\$	1	52	\$
Columbia County Detention Center	389 NW Quinten St.	Frontload 8 yd.	\$	5	52	\$
Guardian ad Litem	885 SW Sister Welcome Rd.	Frontload 2 yd.	\$	1	52	\$
Lulu Community Center	205 SW Community Ct.	Frontload 4 yd.	\$	1	52	\$
Mason City Community Center	11110 S US Highway 441	Frontload 4 yd.	\$	1	52	\$
Richardson Community Center	255 NE Coach Anders Ln.	Frontload 2 yd.	\$	1	52	\$
Rum Island Park	1614 SW Rum Island Terr.	Frontload 8 yd.	\$	1	52	\$
South Columbia Ft. White Community Center	17579 SW SR 47	Frontload 4 yd.	\$	1	52	\$
Springville Community Center	3710 NW Suwannee Valley Rd.	Frontload 4 yd.	\$	1	52	\$
Supervisors of Elections	1701 E Duval St.	Frontload 2 yd.	\$	1	52	\$
Watertown Lake	622 NE Williams St.	Frontload 2 yd.	\$	1	52	\$
Westside Community Center	431 SW Birley Ave.	Frontload 4 yd.	\$	1	52	\$
Winfield Community Center and Recreational Area	1327 NW Winfield St.	Frontload 4 yd.	\$	1	52	\$

**Total County Services \$ \_\_\_\_\_**

**CERTIFICATION**

Sealed bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 2:00 P.M., on June 2, 2021. Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the solicitation documents, term and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

By signing below, the submission shall be deemed a representation and certification by the Contractor that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

PHONE NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

**ATTACHMENT B  
BID BOND**

Please attach bid bond.

**ATTACHMENT C  
CERTIFICATES OF INSURANCE**

Please attach proof of insurance.