LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

COLLECTION, RECYCLING AND PROPER DISPOSAL OF USED OIL, USED OIL FILTERS, USED ANTIFREEZE, SLUDGE, PADS AND OIL ABSORBENTS

ITB Number:	**14-0625**	**Contracting Officer:**	D. Villinis
Bid Due Date:	May 7, 2014	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	April 9, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

Complete the following information:

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish one or more contracts for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all P.O.O.L (Purchasing Officials of Lake) entities.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any P.O.O.L. entity guarantee a minimum or maximum dollar amount (if any) to be expended or a quantity volume for any item, on any contract(s) resulting from this Invitation to Bid. This contract is a revenue generating contract for Lake County and other P.O.O.L. entities whereby the vendor is paying the County/Entity for some items.

P.O.O.L. entities that may participate in this action include the Lake County Board of County Commissioners, Lake County School Board, Lake County Sheriff's Office, Lake Sumter Emergency Medical Services, Lake County Water Authority, Cities of Clermont, Eustis, Fruitland Park, Groveland, Leesburg, Mascotte, Minneola, Mount Dora, Tavares, Umatilla and the Towns of Astatula, Lady Lake and Montverde.

NOTE: There are no guarantees that the aforementioned entities will participate. However no bid shall be considered unless services to all entities are contemplated by the bidder. An award shall be made by the County.

The County is acting as "Solicitation Agent" for the identified entities and shall not be held liable for any cost, damages, etc. incurred by any entity should they enter into any resultant contracts derived from this bid request. The County has the sole authority to modify the contract.

Each entity will issue its individual order by phone, fax, entity purchasing card, purchase order or contract throughout the contract period as said needs are determined. Each entity will schedule and expedite its own orders and will be billed separately.

All participants will seek their own remedy with the contractor if any disposal service does not comply with or meet standards requested.

All controversies relating to specifications or other provisions of the bid request and the evaluation of bids or to subsequent contractual matters including failure to comply with deliveries of specifications is the responsibility of the County. Any other controversies with which the County has no control, should not be accountable, or have to resolve, such violation of the contractual conditions, including late payment on the part of other participating entities, shall be resolved with that entity and the vendor.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days

before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. The awarded vendor(s) will be given the details of the participating entities, including site locations and contact personnel and information.

Section 1.4: Pre-Bid Conference

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to the expiration of each term, the vendor will be notified if the County intends to renew the contract for an additional year. The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option

subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Payments by the County/Entity

The County and P.O.O.L. entities shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County or P.O.O.L. representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.7.1: Method of Payment - Payments by the Vendor

The County/Entity shall email invoices to the vendor's designee. Vendor will have thirty (30) calendar days to pay invoice from date of email. Invoices shall include all necessary information needed by vendor and County/Entity in order to appropriately process. County's checks shall be made out to Lake County Board of County Commissioners or Lake County BCC and mailed to Lake County BCC, Attention Finance, PO Box 7800, Tavares, FL, 32778. The vendor will be given instructions for payments by each of the other P.O.O.L. Entities for their payments.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements. [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely

provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000. ****For this solicitation, Pollution Liability insurance is required with a minimum limit of $1,000,000 and annual aggregate of $2,000,000.**

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Vendor and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Vendor or Subcontractor(s) of full

responsibility for liability, damages, and accidents as set forth herein.

Note: The selected vendor(s) shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

As specified in Statement of Work.

Section 1.11: Acceptance of Goods or Services

The services(s) rendered under the contract will not be deemed complete until service(s) is (are) accepted by the County or P.O.O.L Entities and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Section 1.12: Warranty

Not applicable to this solicitation.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET

4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Invitation to Bid

Vendors shall submit, as its bid submittal, the entire ITB document (all pages) with Section 4 and Attachment 1 completed as required. Two (2) signed original bids, two (2) complete copies, and one (1) complete copy on CD or flashdrive of the bid shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 14-0625." Do not indicate bid prices on

literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.15: Additional Facilities and/or Entities may be Added

Although this solicitation and resultant contract identifies specific entities to be serviced, it is hereby agreed and understood that any County department or P.O.O.L agency and/or facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional entity facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:
Lake County Office of Procurement Services
Fleet Management Division
Attention: Keith Stevenson
PO Box 7800

Tavares, FL 32778-7800

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

Section 1.17: Background Screening (Applicable to School Board Deliveries Only)

The contractor represents and warrants to the SCHOOL BOARD that the contractor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Contractor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the contractor's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.19: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.20: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance.

Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.21: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.22: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1:23 Drums

The County shall not pay any deposit or purchase of drums or storage container. The vendor(s) shall coordinate with the appropriate fleet managers or P.O.O.L. entity staff member to establish a schedule for the pickup of the filled drums or storage containers. The contractor shall bring an empty drum or storage container when picking up drums of any of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids products.

Section 1.24: Emergency Service during Declared Events

The vendor shall provide twenty-four (24) hours, seven (7) days per week emergency service during declared events (when or if necessary) to the County and/or Entities under the contract. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within twenty four (24) hours after notification by the County or Entity.

Section 1.25: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In

the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.26: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.27: Limited Contract Extension

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

Section 1.28: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.29: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.30: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor 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:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.32: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** participating entity utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Anytime the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the participating entities with the new information relevant to the specific product.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids as needs are determined by the County's various departments and all participating P.O.O.L entities.

This is an indefinite quantity term contract with no guarantee of usage volume or that services will be required. Neither the County nor any P.O.O.L. entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid. The total number of gallons of used oil collected from Lake County Fleet Maintenance Division during the period of March 2013 through March 2014 was 3,032 gallons.

The vendor(s) shall provide any and all equipment and personnel to collect, transport, screen, treat and recycle used oil, used antifreeze, used oil filters, sludge, pads and oil absorbents, and fluids for all the participating entities. The vendor(s) shall also be responsible to dispose of these materials according to the Florida Department of Environmental Protection regulations.

The vendor(s) shall have a minimum of three (3) years in the hazardous waste collection, transport, treatments, disposal of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids.

The vendor(s) shall have valid FDOT and EPA identifications numbers for the transportation of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) shall include copies of these identification numbers with their bid submittal. The vendor(s) personnel shall have the appropriate State of Florida driver's licenses for the transportation of the materials.

The vendor(s) vehicles shall be labeled and placarded per state and federal requirements.

The vendor(s) shall have procedures for screening unacceptable used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids. Vendor(s) are to attach copy of these procedures or explanation or these procedures to their bid submittal.

The vendor(s) shall be responsible for sorting of the unusable products. The vendor(s) shall be responsible for disposal of any material that becomes contaminated along with any of the containers.

The vendor(s) shall identify all treatment, storage or disposal facilities they will utilize during any contract awarded for this ITB.

The vendor(s) will need to submit the following for each facility utilized.

- Name of Facility
- Address of Facility
- Phone Number of the Facility
- Contact Person for the Facility
- Copies of Each Applicable State and/or Federal Permits

- Compliance Status
- Any Notices of Violations in the Past Two (2) Years
- Explanations of Violations (Explain what changes that have occurred to make the facility appropriate and safe to utilize at this time)

The County reserves the right to inspect with reasonable notice any facility used for the management of the used oils, filters and antifreeze.

The vendor(s) shall supply at no charge to the participating entities the equipment (15, 30 or 55 gallon drums, etc.) to store the used oil, used filters and used antifreeze. The amount of material to be recycled, treated or disposed of shall be determined by utilizing metered removal, gauging or physical measurement.

The vendor(s) shall also be able to train any and all P.O.O.L. employees on the proper storage of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents, and fluids for the vendor(s) ease and any state or federal compliance for transport.

The County and other participating entities' priority is to recycle and reuse products as deemed acceptable. Products not recycled, reused or treated shall be disposed per state and federal regulations.

Standard operational hours of all the participating entities will be from 8:00am to 5:00pm Monday through Friday. All entities shall be closed for the major holidays. Actual hours of operations and closures of the participating entities will be provided to the awarded vendor(s).

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11 Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

<u>Changes to Bid</u> - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

<u>Withdrawal of Bid</u> - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

<u>Mistake in Bid</u> - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

ITB TITLE: Collection, Recycling and Proper Disposal of Used Oil, Used Oil Filters, Used Antifreeze, Sludge, Pads and Oil Absorbents

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this ITB: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this ITB.

PRICING SECTION

Item Number	Item Description	Unit	Unit Price
1.	Used Oil Recycling per the preceding terms, conditions and statement of work.	Per Gallon	**$_____**
	Price paid to the County or Entities		
2.	Used Oil-Contaminated Disposal per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Gallon	**$_____**
	Price paid by the County or Entities	Per Gallon	**$_____**
3.	Used Oil Filter Recycling per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Each	**$_____**
	Price paid by the County or Entities	Per Each	**$_____**
4.	Used Antifreeze Recycling per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Gallon	**$_____**
	Price paid by the County or Entities	Per Gallon	**$_____**
5.	Pads and Oil Absorbents Recycling per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Each	**$_____**
	Price paid by the County or Entities	Per Each	**$_____**
6.	Sludge Recycling per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Gallon	**$_____**
	Price paid by the County or Entities	Per Gallon	**$_____**
7.	Other Liquids Recycling per the preceding terms, conditions and statement of work.		
	Price paid to the County or Entities	Per Gallon	**$_____**
	Price paid by the County or Entities	Per Gallon	**$_____**
8.	Labor rate per hour for additional services	Hour Rate	**$_____**
9.	VAC Truck with operator	Hour Rate	**$_____**

	Name and telephone of person to contact for emergency service: Name: _____ Telephone/Cell/Pager/Number: _____ Disaster Assistance Contact Person: _____ Disaster Contact Number(s): _____ Calendar days required to commence contract: _____days		

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail:

_____

_____

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

_____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: _____

Street Address**:** _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____ E-mail: _____

FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price

☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____

☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form
Attachment 2: Lake County Schools Usage Figures

REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Sales By Item Detail

For the Period 4/1/2013 - 4/9/2014

Date	Work Order	Item Description	Customer Name	Qty	Unit
ANTIFREEZE-RECYCLING					
5/16/2013	127154	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	150.00	Gallons
7/10/2013	128514	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	200.00	Gallons
9/13/2013	129906	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	75.00	Gallons
11/8/2013	131407	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	80.00	Gallons
1/3/2014	132649	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	70.00	Gallons
2/27/2014	133992	ANTIFREEZE-RECYCLING	LCSB/ CLERMONT	90.00	Gallons
9/10/2013	129520	ANTIFREEZE-RECYCLING	LCSB/LEESBURG	125.00	Gallons
11/4/2013	129951	ANTIFREEZE-RECYCLING	LCSB/LEESBURG	150.00	Gallons
7/15/2013	128535	ANTIFREEZE-RECYCLING	LCSB/NORTH LAKE	130.00	Gallons
11/8/2013	131408	ANTIFREEZE-RECYCLING	LCSB/SOUTH LAKE	60.00	Gallons
			Total	**1,130.00**	**Gallons**
FILTERS-USED OIL/UNCRUSHED					
6/10/2013	127622	FILTERS-USED OIL/UNCRUSHED	LCSB/ CLERMONT	1.00	Drums
8/30/2013	129384	FILTERS-USED OIL/UNCRUSHED	LCSB/ CLERMONT	1.00	Drums
4/10/2013	126366	FILTERS-USED OIL/UNCRUSHED	LCSB/NORTH LAKE	1.00	Drums
5/28/2013	127233	FILTERS-USED OIL/UNCRUSHED	LCSB/NORTH LAKE	1.00	Drums
			Total	**4**	**Drums**
OIL-USED-PAYABLE					
5/16/2013	127154	OIL-USED-PAYABLE	LCSB/ CLERMONT	50.00	Gallons
7/10/2013	128514	OIL-USED-PAYABLE	LCSB/ CLERMONT	160.00	Gallons
9/13/2013	129906	OIL-USED-PAYABLE	LCSB/ CLERMONT	150.00	Gallons
11/8/2013	131407	OIL-USED-PAYABLE	LCSB/ CLERMONT	85.00	Gallons
1/3/2014	132649	OIL-USED-PAYABLE	LCSB/ CLERMONT	85.00	Gallons
2/27/2014	133992	OIL-USED-PAYABLE	LCSB/ CLERMONT	70.00	Gallons
7/8/2013	128494	OIL-USED-PAYABLE	LCSB/LEESBURG	109.00	Gallons
11/4/2013	129951	OIL-USED-PAYABLE	LCSB/LEESBURG	97.00	Gallons
3/3/2014	133953	OIL-USED-PAYABLE	LCSB/LEESBURG	103.00	Gallons
7/15/2013	128535	OIL-USED-PAYABLE	LCSB/NORTH LAKE	219.00	Gallons
5/16/2013	127155	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	70.00	Gallons
7/10/2013	128515	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	140.00	Gallons
9/13/2013	129907	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	85.00	Gallons
11/8/2013	131408	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	110.00	Gallons
1/3/2014	132650	OIL-USED-PAYABLE	LCSB/SOUTH LAKE	50.00	Gallons

	2/27/2014		133993		OIL-USED-PAYABLE		LCSB/SOUTH LAKE		70.00	Gallons	
							Total		**1,653.00**	**Gallons**	
OILY WASTE WATER											
	9/13/2013		129830		OILY WASTE WATER		LCSB/ CLERMONT		1,000.00	Gallons	
	10/25/2013		131163		OILY WASTE WATER		LCSB/ CLERMONT MIDDLE SCHOOL		110.00	Gallons	
	1/31/2014		132866		OILY WASTE WATER		LCSB/ EAST RIDGE HIGH SCHOOL		1,000.00	Gallons	
							Total		**2,110.00**	**Gallons**	
SLUDGE-NON-HAZARDOUS											
	1/31/2014		132866		SLUDGE-NON-HAZARDOUS		LCSB/ EAST RIDGE HIGH SCHOOL		195.00	Gallons	
							Total		**195.00**	**Gallons**	
WATER-PETROLEUM CONTACT											
	9/19/2013		130295		WATER-PETROLEUM CONTACT		LCSB/BUS DEPOT		44.00	Gallons	
							Total		**44.00**	**Gallons**	