INVITATION TO BID (ITB)

COLLECTION AND DISPOSAL OF WASTE FOR VARIOUS COUNTY FACILITIES

ITB Number:	14-0213	**Contracting Officer:**	B. Schwartzman
Bid Due Date:	May 7, 2014	**Pre-Bid Conf. Date:**	Not applicable
Bid Due Time:	3:00 PM	**ITB Issue Date:**	April 15, 2014

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

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.

VENDOR IDENTIFICATION

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

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

Section 1.1: Purpose

The purpose of this solicitation is to select a contractor to provide commercial trash and recyclable material (i.e., refuse) collection services, including supplying containers, pickup and disposal, to various Lake County facilities located throughout Lake County, FL as listed on Attachment 3 to this solicitation. Services are to commence October 1, 2014.

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.

B. Schwartzman, Procurement Services Manager
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: bschwartzman@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 - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Three (3) Years

This contract shall be awarded by the Board of County Commissioners, contingent upon the completion and submittal of all required pre-award documents. Actual performance is to commence October 1, 2014. The initial contract term shall remain in effect for three (3) years commencing with that performance date. 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 for Two (2) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI-I Urban South East index, Series CUUR0300SA0. The applicable index dates will be for the period April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment is requested. Any adjustments are to be capped at a maximum level of three (3)% upward or downward depending on inflation or deflation. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. 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 will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

As stated in the scope of work at Section 2 of this Invitation to Bid.

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.

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 retention**s** 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.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work

As stated in the scope of work at Section 2 of this Invitation to Bid.

Section 1.10.1: Liquidated Damages for Late Service

As stated in the scope of work at Section 2 of this Invitation to Bid.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense**,** requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

Not applicable

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: 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 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor 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, or at the vendor's discretion, in a separate sealed envelope / package marked "Literature for Bid (14-0213)." 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.
- Provide copy of current licensure for the effort as appropriate

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities may be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency 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 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: Availability of Contract to Other County Departments

As stated in the scope of work at Section 2 of this Invitation to Bid.

Section 1.17: Business Hours of Operations

As stated in the scope of work at Section 2 of this Invitation to Bid.

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

As stated in the scope of work at Section 2 of this Invitation to Bid.

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

As stated in the scope of work at Section 2 of this Invitation to Bid.

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: 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 1.24: Labor, Materials, and Equipment Shall be Provided by the Vendor

As stated in the scope of work at Section 2 of this Invitation to Bid.

Section 1.25: Local Office Shall be Available

To ensure the most immediate operational support possible to any emergency that may arise, offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be

determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.26: 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 1.27: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.28: 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.

SCOPE OF WORK

COLLECTION AND DISPOSAL OF WASTE FOR VARIOUS COUNTY FACILITIES

1. GENERAL

Perform all work in accordance with all applicable codes, local ordinances, and requirements of Lake County. The Contractor shall provide all required management, labor, supervision, material, supplies, containers, licenses, and insurance to provide for a 100% complete trash and recycling service. Performance is to commence on October 1, 2014.

2. PURPOSE

The purpose of this solicitation is to select a contractor to provide commercial trash and recyclable material (i.e., refuse) collection services, including supplying containers, pickup and disposal, to various Lake County Facilities located throughout Lake County, FL. A list of facilities to be serviced is provided as attachment 3 to this solicitation.

3. DEMOGRAPHICS

Lake County Government occupies roughly115 facilities throughout the County's approximately 953 square miles.

4. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

This solicitation is for County wide use and it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification and separate purchase order shall be issued by the County identifying the requirements of the additional County department(s). Each Department shall designate an approved department point-of-contact.

5. DESCRIPTION OF WORK

Provide containers for trash and fully commingled recyclables, associated collection service, and disposal of collected waste in full compliance with this statement of work and the attached pricing section.

6. CONTRACTOR RESPONSIBILITIES (include, but are not limited to)

- The contractor shall plan, coordinate, and schedule as necessary to ensure effective performance of all services as specified in the Statement of Work.

- The contractor's employees shall pick up trash and debris located around trash and recycle containers at no additional charge to the County during regular scheduled stops during the collection process only.

- The contractor shall notify the approved department contact in the event of scheduling delays/changes, if they are unable to pick up trash at a particular location, or comments/complaints received from the general public.
- Contractor shall provide sufficient manpower so as to perform safe, thorough and expeditious work.

- Contractor's employees shall present a neat, clean, well groomed, courteous, properly uniformed appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on County property.

- Employees shall wear an appropriate uniform including a nametag specifying the name of the employee and the contractor's company name. All vehicles shall be plainly marked with the company name.

- The County may request the contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

- All work shall be performed no earlier than 6 a.m. and no later than 6 p.m., every workday. Exceptions to this schedule can only be made with the prior approval of the approved department contact.

- The contractor shall have their crew supervised by a qualified foreman. As a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this proposal.

Management or supervisory personnel must be made available at all times. The contractor shall provide the approved department contact with a list of all supervisory personnel assigned to this contract. This list shall include the names and emergency telephone, cellular or beeper numbers of supervisory personnel who are assigned to this contract. The contractor shall be responsible for keeping this list up to date during the contract's term.

7. EQUIPMENT AND OPERATIONS

The County reserves the right to visit the facilities of all interested contractors and observe their equipment proposed for use and their operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the County may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

Equipment used shall not exceed a seven (7) year life cycle. Worn out and/or rusted front load containers shall not be utilized. Containers shall be kept in a sanitary manner and free from holes, rust or any other defect that could potentially allow spillage of leachate.

8. CONTAINER PLACEMENT

Containers will be placed by the contractor at locations specified by the approved Department Contact. From time to time it may be necessary for containers to be moved to different locations on the same site. The Contractor will make these occasional changes at no charge to the County.

9. LICENSING

Contractor must have proper licensing to complete work as required, including being licensed as a Lake County Commercial Franchise prior to October 1, 2014. Proof of licensing should be submitted with initial response and shall be required prior to bid award.

10. METHOD OF PAYMENT

The Contractor shall submit their monthly invoice to the location provided by each approved Department Contact, after all work has been completed. Invoices shall be mailed or hand delivered. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. **E-mailed invoices will not be accepted.**

11. BUSINESS HOURS OF OPERATION

All work is to be performed during regular County working hours. Regular working hours are Monday through Friday, 6:00 A.M. to 6:00 P.M. No work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been granted by the approved Department Contact. Specific projects may require night and weekend work. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities. County Holidays are as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

12. REPAIR

The Contractor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials.

13. 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 Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the approved Department Contact.

14. 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).

15. DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

If the Contractor fails to provide the service specified in the Statement of Work, the County shall place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

16. LABOR, EQUIPMENT, AND MATERIALS SHALL BE PROVIDED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials 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 approved Department Contact.

17. QUANTITIES

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

18. LIQUIDATED DAMAGES

A fee of $50 per day per site shall be charged to the contractor in the event of any untimely servicing to any site. This amount represents the general value of damages that would be incurred by County staff for alternate effort associated with late servicing.

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 Procurement Services Manager 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 all agreements exceeding $195,000, the firm awarded the agreement may be required to 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.

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 and Disposal of Waste at Various County Facilities

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

See pricing table provided as separate attachment to this solicitation

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 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: Work References

Attachment 2: Pricing Table

Attachment 3: Site List

ATTACHMENT 1: WORK 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:	

Attachment 2: Trash & Recycle Container Delivery, Pickup, & Disposal Pricing										
Contractor to Supply Container	**1 Time Unscheduled Delivery & Pickup Each**	**1 Day a Week Scheduled Pickup Monthly Cost**	**2 Day a Week Scheduled Pickup Monthly Cost**	**3 Day a Week Scheduled Pickup Monthly Cost**	**4 Day a Week Scheduled Pickup Monthly Cost**	**5 Day a Week Scheduled Pickup Monthly Cost**	**6 Day a Week Scheduled Pickup Monthly Cost**	**7 Day a Week Scheduled Pickup Monthly Cost**	**Extra Unscheduled Pickup Each**	**Additional monthly charge for bear proof containers**
2 Yard Commercial Trash Container										
2 Yard Commercial Recycle Container										
3 Yard Commercial Trash Container										
3 Yard Commercial Recycle Container										
4 Yard Commercial Trash Container										
4 Yard Commercial Recycle Container										
6 Yard Commercial Trash Container										
6 Yard Commercial Recycle Container										
8 Yard Commercial Trash Container										
8 Yard Commercial Recycle Container										
20 Yard Commercial Trash Container										
20 Yard Commercial Recycle Container										
30 Yard Commercial Trash Container										
30 Yard Commercial Recycle Container										

40 Yard Commercial Trash Container										
40 Yard Commercial Recycle Container										
Standard Trash Container										
Standard Recycling Container										
County to Provide Container										
Standard Trash Container	**N/A**									
Standard Recycling Container	**N/A**									
Note: Standard trash and recycling containers are maximum size of 96 gallons.										
Note: Pick up will include all contents of containers and items and debris around containers										

Attachment 3: COUNTY OWNED FACILITIES

No.	Building Name	Occupant	City - Uninc. County	Current Trash Containers	Current Recycle Containers	No. of Pickup Days/Week
1	320 W Main St	Tax Collector/ Prop Appraiser	C	1- 6 yard trash container		1
2	418 Alfred St.	G.A.L./States Attorney	C	1- 2 yard trash container		1
4	Ag Center Greenhouses	BCC - Public Resources	U	See Agricultural Center		
5	Agricultural Center	BCC - Public Resources	U	1- 6 yard trash container	2 - 95 Gallon Recycle Bin	1
10	Area III Road Maintenance	BCC - Public Works	C	1- 6 yard trash container		1
11	Astor Recreational Center	BCC - Public Resources	U	See Astor Library		
13	BCC Warehouse #1	BCC - Sheriff - Facilities Development & Management	U	1- 4 yard trash container	1- 4 yard recycle container	1
14	Central Energy Plant - 1975	BCC - Energy Management	C	See County Administration Bldg.		
16	Central Energy Plant - 2009	BCC - Energy Management	C	See Judicial Center		
17	Clerk's Warehouse #2	BCC - Clerk of Court	U	See BCC Warehouse		
18	Community Center - Ferndale	BCC - Public Resources	U	See Fire Station 83		
20	Community Center - Paisley	BCC - Public Resources	U	See Paisley Library		
21	Community Center - Umatilla	BCC - Public Resources	U	1- 2 yard trash container		1
22	Communications Maintenance Facility	BCC - Public Safety	U	See Vehicle Maintenance Facility		
23	County Administration Building (CAB)	BCC Staff - Clerk of Court - State	C	1- 8 yard trash container	1 - 40 yard recycle container	5 trash - 1 a month recycle
26	Emergency Communications & Operations Center (ECOC)	BCC - Sheriff/Public Safety	C	See Judicial Center		
29	Ferndale Storage	BCC - Public Safety	U	See Fire Station 83		
30	Fairgrounds - Arena Buildings	BCC - Public Resources	C	See Fairgrounds Expo		
31	Fairgrounds - Ash Ford Bldg	BCC - Public Resources	C	See Fairgrounds Expo		
32	Fairgrounds - Clements Bldg	BCC - Public Resources	C	See Fairgrounds Expo		
33	Fairgrounds - Expo Bldg	BCC - Public Resources	C	1 - 6 yard trash container	1 - 20 yard recycle container	1
34	Fairgrounds - Laroe Pavilion	BCC - Public Resources	C	See Fairgrounds Expo		
35	Fairgrounds - Mayo Bldg	BCC - Public Resources	C	See Fairgrounds Expo		

36	Fire Station 10 (was 12)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
37	Fire Station 11 (was 46)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
38	Fire Station 13 (was 21)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
39	Fire Station 15 (was 35)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
40	Fire Station 19 (was 47)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
41	Fire Station 20 (was 43)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
42	Fire Station 21 (was 33)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
43	Fire Station 27 (was 42)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
44	Fire Station 39 (was 31)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
45	Fire Station 53 (was 62)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
46	Fire Station 54 (was 66)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
47	Fire Station 59 (was 65)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
48	Fire Station 70 (was 53)	BCC - Public Safety	C	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
49	Fire Station 71 (was 51)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
50	Fire Station 72 (was 52)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
51	Fire Station 76 (was 81)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
52	Fire Station 77 (was 71)	BCC - Public Safety	C	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
53	Fire Station 78	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
54	Fire Station 82 (was 85)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
55	Fire Station 83	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
56	Fire Station 109 (was 91)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
57	Fire Station 110 (was 93)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
58	Fire Station 111 (was 98)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
59	Fire Station 112 (was 94)	BCC - Public Safety	U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
60	Fuel Station Main Shed	BCC - Fleet	U	1 - 2 yard trash container		1
61	Fuel Station Office	BCC - Fleet	U	See Fuel Station Main Shed		
64	Health Clinic - Clermont	State	C	1- 4 yard trash container		1
65	Health Clinic - Leesburg	State	C	1- 4 yard trash container		1
66	Health Clinic - South Lake	State	C	1- 2 yard trash container		1
67	Health Clinic - Umatilla	State	C	1- 4 yard trash container		1
68	Historic Courthouse (HCH)	Sheriff	C			

69	Horticultural Center	BCC - Public Resources	U	See Agricultural Center		
70	Judicial Center (JC)	Clerk of Court Old - 121,000 New - 167,225	C	1- 8 yard trash container	1 - 40 yard recycle container	5 trash - 1 a month recycle
72	Library - Astor	BCC - Public Resources	U	1- 2 yard trash container		1
73	Library - Cagan Crossings	BCC - Public Resources	U	1- 6 yard trash container		1
74	Library - M. Baysinger	BCC - Public Resources	C	2 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
75	Library - Paisley	BCC - Public Resources	U	1 - bear proof 4 yard trash container	1 - 95 Gallon Recycle Bin	1
76	Library Services	BCC - Public Resources	C	1- 6 yard trash container	1 - 95 Gallon Recycle Bin	1
85	Park - North Lake (Playground Restroom)	BCC - Public Resources	U	1- 6 yard trash container		1
86	Park - North Lake (Soccer Concession)	BCC - Public Resources	U	See Park - North Lake (Playground Restroom)		
87	Park - North Lake (Baseball Concession)	BCC - Public Resources	U	See Park - North Lake (Playground Restroom)		
88	Park - North Lake (Maintenance)	BCC - Public Resources	U	See Park - North Lake (Playground Restroom)		
89	Park - Twin Lakes Restroom	BCC - Public Resources	U	See Park - North Lake (Playground Restroom)		
93	Probation Building	BCC - Community Safety and Compliance	C	2 - 95 Gallon Trash Bins		1
94	Property Records Storage	Clerk of Court	C	1- 2 yard trash container		1
95	Public Defender	Public Defender	C			
96	Public Records Center	Clerk of Court	C	1- 6 yard trash container		1
99	Sheriff Empire Church Rd Warehouse	Sheriff	U	1- 6 yard trash container		1
101	Sheriff's South Lake Substation	Sheriff	U	1- 2 yard trash container		1
102	Sheriff's Vehicle Maintenance	Sheriff	C	1- 2 yard trash container		1
104	South Battalion Chief	BCC - Public Safety	C	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
105	Special Projects Facility	BCC - Public Works	U	1- 4 yard trash container		1
106	Tourist Welcome Center	BCC - Economic Development	U	1- 2 yard trash container		1
112	Traffic Operations	BCC - Public Works	U	1- 4 yard trash container		1
113	Transportation Bldg.	BCC - Public Transportation	C	1 - 75 Gallon Trash Bin		2

114	Vehicle Maintenance Facility (New)	BCC - Fleet		U	1 - 3 yard trash container		1
COUNTY PARKS & TRAILS							
1	Parks & Trails - Butler Boat Ramp, Lake George Boat Ramp, East Lake Community Park,Minneola Athletic Complex, Astor Park	BCC - Public Works		U	1 - 4 yard , 3 - 6 yard, & 1 - bear proof 8 yard trash container		1
TRANSPORTATION BUS SHELTERS							
1	Various locations	BCC - Public Transportation		U	19- 95 Gallon Trash Bins		15 locations receive 1 day a week service and 4 locations receive two times a week service
COUNTY LEASED FACILITIES							
No.	**Building Name**	**Occupant**					
1	323 N Sinclair Ave	Clerk of Court		C	1 - 95 Gallon Trash Bin		1
5	Elections Support Center	Supervisor of Elections		C	1- 4 yard trash container		1
6	Fire Station 14 (was 44)	BCC - Public Safety		U	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
7	Fire Station 52 (was 61)	BCC - Public Safety		C	1 - 95 Gallon Trash Bin	1 - 95 Gallon Recycle Bin	1
8	Health Clinic - Eustis Van Dee	State		C	1- 4 yard trash container		1
9	Health Department Administration	State		C	1- 4 yard trash container		1
10	Library - East Lake	BCC - Public Resources			1 - 4 yard trash container		1