


SUBMIT BID TO: Pinellas County Board of County Commissioners Purchasing Department 400 South Ft. Harrison, Sixth Floor Clearwater, Florida 33756	<h1>INVITATION TO BID</h1> <p>PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS</p>	
BID TITLE: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES <u>THIS IS A 2-STEP BID PROCESS - SEE SECTION B.1 INTENT.</u> PRE-BID CONFERENCE: A MANDATORY PRE-BID CONFERENCE WILL BE HELD IN THE CONFERENCE ROOM LOCATED AT PINELLAS COUNTY SOLID WASTE OPERATIONS, 3095 114 TH AVENUE NORTH, ST. PETERSBURG, FL 33716. DATE/TIME: FEBRUARY 2, 2006 @ 9:00 A.M.	BID NO.: 056-0266-B (GM) www.pinellascounty.org	
	BID SUBMITTAL IS DUE: MARCH 2, 2006 AT 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR <u>180</u> DAYS AFTER SUCH DATE AND TIME DEADLINE FOR WRITTEN QUESTIONS: FEBRUARY 16, 2006 by 3:00 P.M. CONTACT PERSON: GALE MCCORMICK <i>DM</i> EMAIL ADDRESS: gmccormi@co.pinellas.fl.us PHONE: 727-464-3311 FAX 727/464-3925	ISSUE DATE JANUARY 20, 2006

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THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

Joe Lauro
 JOSEPH LAURO,
 CPPOICPPB
 Director of Purchasing

SECTION A

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County and the Lealman Solid Waste Collection and Disposal District (District) are exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the District or the compensation to the vendor.
- (i) Bidders are advised that all District Contracts are subject to all legal requirements provided for in the Pinellas County Purchasing Ordinance and/or State and Federal Statutes.

SECTION A - GENERAL CONDITIONS - CONTINUED

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The District reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The District may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the District on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The District may, however, reject all bids whenever it is deemed in the best interest of the District to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The District may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten-day period expires.

8. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to the District, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The District reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS - CONTINUED

9. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
10. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
11. **PROVISION FOR OTHER AGENCIES: NOT APPLICABLE**
12. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
13. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
14. **BID TABULATION INQUIRIES:** Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners, sitting as the Lealman Solid Waste Collection and Disposal District, may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the District as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County and the District reserve the privilege of auditing a vendor's records as such records relate to purchases between the District and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the District's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in one (1) original and five (5) copies.
19. **COUNTY AND DISTRICT INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County and the District from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County or District.

SECTION A - GENERAL CONDITIONS - CONTINUED

b. The successful bidder(s) agrees to indemnify the County and the District and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the District.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of the District and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
The District wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the District and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the District.

Price preference is not the preferred practice the District wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the District and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:**
The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

SECTION A - GENERAL CONDITIONS - CONTINUED

The District shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The District will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:** The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Florida Prompt Payment Act.
27. **CANCELLATION:**
- (a) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of The District.
 - (b) In the event sufficient budgeted funds are not available for a new fiscal period, the District shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the District.
 - (c) In addition to all other legal remedies available to the District, the District reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the District.
28. **BIDDER CAPABILITY/REFERENCES:** Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the District. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the District.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The District will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the District. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the District within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the District, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the District awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead The District to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT NOT APPLICABLE**
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the District's governing body and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The District reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the District as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The District reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the District's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the District. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
38. **PROTEST PROCEDURE:**
- As per Section 2-162 of County Code
- 1.
- (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing. (Ord. No. 94-51, § 5, 6-7-94)
- (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

SECTION A - GENERAL CONDITIONS - CONTINUED

- (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
- (g) Review of Purchasing Director's decision.
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
- (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
- (3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

39. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that the District shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the District. Vendor/contractor agrees to rent/sell/lease all goods and services to the District or governmental entities on a "first priority" basis. The District expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B SPECIAL CONDITIONS

Bid Title: **LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES**

Bid Number: **056-0266-B (GM)**

1. **INTENT:** In accordance with attached specifications, it is the intent of the District to establish a contract for **Lealman Residential Waste Collection & Disposal Services**, as and when required.

2 STEP BID SUBMISSION PROCESS: Pricing should be submitted in a SEPARATE SEALED envelope with vendors bid submission. Bidders' submissions will be reviewed for qualifications and responsiveness. If the bidder is deemed qualified and responsive, then and only then will their sealed price submission be opened. If the bidder is deemed to be unqualified or non-responsive their unopened sealed envelope with pricing will be returned to the vendor after bid award.

2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period from the date of execution through December 31, 2007 and for four calendar years thereafter ending on December 31, 2011. The effective date of the agreement shall be the date that the agreement is signed by the Board of County Commissioners, sitting as the governing body of the Lealman Solid Waste Collection and Disposal District. The commencement date of collection service shall be January 1, 2007. The term of the agreement shall be for a period of five (5) years from the commencement date, thus expiring on December 31, 2011. At the option of the District, and with the concurrence of the Franchisee, the agreement may be renewed for up to an additional five (5) years. Prices contained in the bid shall be held firm from the date of execution through December 31, 2007, and then may be adjusted only as provided elsewhere in this Invitation to Bid (ITB).

4. **CONSUMER PRICE INDEX ADJUSTMENT:** Effective January 1, 2008, and effective the same date each year thereafter, that portion of the service rate per Residential Unit that is for collection, which for the purposes of this agreement shall be deemed to be seventy percent (70%) of the service rate, shall be adjusted to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index for All Items, All Urban Consumers, South Average, (not seasonally adjusted). The collection portion of the service rate effective on the last day of each contract year shall be adjusted by one hundred percent (100%) of the net percentage change in the specified Index for the preceding year, beginning May 1 and ending April 31, provided, however, that the adjustment for any one year shall not exceed four percent (4%) of the collection portion of the service rate prior to adjustment.

5. **Minimum Bidder Qualifications:**

Bidder must demonstrate that it has the minimum qualifications required by the District to provide the services required in this ITB. At a minimum, bidder must provide the information below.

Experience: Bidder must document that it has at least three (3) years of experience in the business of collecting solid waste, and has serviced areas with at least 2,000 residential customers.

References: Bidder must provide at least FOUR (4) customer references. If available, such references should be representatives of Florida jurisdictions, homeowners associations, or similar entities to which the bidder is providing or has provided solid waste collection service within the last five (5) years.

Reference information should include name, affiliation, phone number, facsimile number (if available), and address.

Organization: Bidder must include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the franchise agreement. To the extent that it is known, the chart shall include the names and bios of individuals that would manage the agreement and supervise the field work required in the agreement.

Financial Capability: Bidder must document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services required in this ITB by providing (1) a copy of the company's most recent financial statements, audited if available, and (2) demonstration that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project, estimated at \$500,000.

Regarding the latter, Bidder must either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available.

SECTION B SPECIAL CONDITIONS

Satisfactory Past Performance: Bidder must document its satisfactory past performance by providing a description of any criminal or civil actions, losses of service contracts, and bid bond or performance bond claims against the bidder involving more than \$100,000 during the past five (5) years related to solid waste collection operations in Florida. For each such occurrence, the bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, the bidder shall so state.

6. **MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on **FEBRUARY 2, 2006** at 9:00 a.m. in the Conference Room at Pinellas County Solid Waste Operations, 3095 114th Avenue North, St. Petersburg, FL 33716.

All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this project, bids received from bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

Questions should be directed to the attention of Gale McCormick, Procurement Analyst, telephone number 727/464-3750, fax number 727/464-3925 or email gmccormi@co.pinellas.fl.us.

7. **BID DEPOSIT WITH PERFORMANCE BOND:** A bid deposit in the amount of **\$50,000.00** shall accompany each bid. The bid deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL COMPANY CHECKS OR CASH WILL BE ACCEPTED.** Negotiable instruments (as listed above) of the unsuccessful bidders shall be returned upon award of bid by the District's governing body.

The successful bidder must supply a Performance Bond in the amount of **\$300,000.00** prior to execution of the contract or issuance of a Purchase Order. Upon receipt of the Performance Bond, the bid deposit will be returned. The bid deposit is subject to be forfeited if the successful bidder fails to furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by the District.

8. **COPIES OF BID DOCUMENTS:**
Bids shall be submitted in one (1) original and five (5) copies for evaluation purposes.
9. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the District shall constitute breach of contract.
10. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR: N/A**
11. **VEHICLE STANDARDS:** All vehicles used by the Franchisee in the performance of the work shall comply at all times with all local, state and federal rules and regulations applicable to such vehicles.
12. **WORKSITE SANITATION: N/A**
13. **TIME LINE:**

Advertise
Mandatory Pre-Bid Conference
Deadline for Questions
Bid Submittal

January 20, 2006
February 2, 2006 at 9:00 a.m.
February 16, 2006 at 3:00 p.m.
March 2, 2006 at 3:00 p.m.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the District of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the District, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the District reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
 - (5) \$1,000,000.00 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to District by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify the District, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County or the District for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County or the District.
- (4) Pinellas County, Board of County Commissioners, as the governing body of the District shall be endorsed to the required policy or policies as an additional insured.
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

- C. Contractor hereby waives subrogation rights for loss or damage against the County or the District.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the District may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the District after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

NUMBER AND TYPES OF COLLECTION VEHICLES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LIST REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. _____
Customer Name

2. _____
Customer Name

Address

Address

Telephone/Fax

Telephone/Fax

Contact

Contact

3. _____
Customer Name

4. _____
Customer name

Address

Address

Telephone/Fax

Telephone/Fax

Contact

Contact

SECTION E - SPECIFICATIONS

Bid Title: **LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES**

Bid Number: **056-0266-B (GM)**

1. **PURPOSE:**

The Lealman Solid Waste Collection and Disposal District (District) is soliciting bids from qualified and responsive bidders for award of an exclusive franchise to collect Residential Waste within the area of unincorporated Pinellas County known as Lealman.

Collection of solid waste in unincorporated Pinellas County is currently an open market, subscription-based service. Residents select the level of service desired and contract directly with a service provider. In some cases, homeowner associations or other similar entities have contracted for service for a specified neighborhood, but this has been outside the purview of County government.

In December 2003, the Board of County Commissioners of Pinellas County (County) passed a resolution giving notice to provide residential solid waste collection through an exclusive franchise under a municipal service benefit unit in the portion of unincorporated Pinellas County known as Lealman. This resolution was the start of the three-year notification period required by §403.70605(3)(c), Florida Statutes. Through this ITB, the District intends to establish a franchise agreement with a qualified company to provide such services commencing January 1, 2007.

Fees for services under this franchise agreement will be collected through a Special Assessment as part of the municipal service benefit unit. Payment will be made to the selected franchisee on a monthly basis for each Residential Unit served.

2. **SCOPE OF SERVICES:**

SECTION 1 DEFINITIONS

For the purpose of this agreement, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Back Door means any physical location for the placement of Residential Waste containers or bags on the customer's property that is not Curbside, but that is accessible by the Franchisee.

Biological Waste means those wastes that cause or have the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

Bulky Waste includes furniture, appliances, C&D Debris, and other similar bulky objects, but excluding extraordinary wastes such as abandoned automobiles, boats, individual tree branches or stumps greater than four (4) feet in length, and C&D Debris in excess of two (2) cubic yards.

Commercial Mobile Home Park means any improved real property divided into ten (10) or more spaces for the erection and maintenance of residential mobile homes, modular homes, recreational vehicles, or trailers in which the individual spaces are not individually owned.

Construction and Demolition (C&D) Debris means materials generally considered to be not water soluble and non-hazardous in nature resulting from construction, destruction, or renovation of a structure, including but not limited to wood, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum, and wallboard.

SECTION E – SPECIFICATIONS CONTINUED

District means the Pinellas County Board of County Commissioners sitting as the Lealman Solid Waste Collection and Disposal District.

Director means the Pinellas County Solid Waste Department Director.

District Representative means the County Administrator or the person designated by the County Administrator to oversee Lealman Residential Waste Collection and Disposal Services.

Curbside means that portion of the right-of-way within five (5) feet of a roadway.

Designated Facility means Pinellas County Solid Waste Disposal Facility or other solid waste management facility designated by the County.

Franchisee means a hauler of Residential Waste operating under a currently valid franchise granted by the governing body of the District pursuant to this agreement.

Garbage includes every waste accumulation of animal or vegetable matter which attends the preparation, use, cleaning, processing, handling or storing of foodstuffs, and other putrescible waste.

Hazardous Waste means solid waste, or a combination of solid wastes, which because of its quantity, concentration, physical, or chemical characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed, treated, or otherwise managed, and any material or substance identified in the Florida Administrative Code Rule 62-730 and 40 Code of Federal Regulations, Part 261.

Holiday means New Year's Day, Thanksgiving Day, Christmas Day, or any other holiday as approved by the Director.

Residential Unit means any single family, duplex, triplex, or quadplex dwelling unit with kitchen facilities for which a certificate of occupancy has been issued by the Pinellas County Building Department, and except as provided in Section 3.2 herein, including mobile homes, modular homes, recreational vehicles, or trailers that have residential permanent license tags.

Residential Waste means Garbage, Trash, Yard Waste, and Bulky Waste generated by residential households, but excluding Biological Waste and Hazardous Waste.

Special Assessment means the non ad-valorem assessment levied upon residential real property to provide funding for the collection and disposal of Residential Waste.

Tipping Fee means the per ton fee for disposing of Residential Waste at the Designated Facility.

Trash includes paper, cans, bottles, rags, yard waste, and other nonputrescible waste, but does not include Bulky Waste as defined herein.

Yard Waste means grass clippings, leaves, shrubbery cuttings, and tree limbs not over four (4) feet in length or four (4) inches in diameter.

SECTION E – SPECIFICATIONS CONTINUED

SECTION 2 CONTRACT TERMS

The effective date of the agreement shall be the date that the agreement is signed by the Board of County Commissioners sitting as the governing body of the District. The commencement date of collection service shall be January 1, 2007. The term of the agreement shall be for a period of five (5) years from the commencement date, thus expiring on December 31, 2011. At the option of the District, and with the concurrence of the Franchisee, the agreement may be renewed for up to an additional five (5) years.

SECTION 3 SCOPE OF WORK**3.1 Residential Waste Collection**

- 3.1.1 Franchisee shall collect Residential Waste from all Residential Units, except those exempted pursuant to Section 3.2, in the area of unincorporated Pinellas County known as Lealman. The area defined as Lealman is more particularly depicted in Exhibit 1. The number of Residential Units in Lealman is estimated at 8879; however, the District makes no guarantee as to the actual number of Residential Units at the commencement of service or throughout the term of the agreement.
- 3.1.2 Franchisee shall collect, twice weekly, all Garbage and Trash placed in containers or bags not exceeding forty-five (45) gallons or fifty (50) pounds each. Franchisee shall collect all Yard Waste set out with Garbage and Trash as long as such Yard Waste is containerized, bagged, or piled loose, but does not exceed four (4) feet in length and four (4) inches in diameter.
- 3.1.3 Franchisee shall collect Bulky Waste once a week, on the same day as one of the Garbage and Trash pickups.
- 3.1.4 Franchisee shall provide collection services to each Residential Unit on a route on the same days each week.
- 3.1.5 Franchisee shall provide Back Door Service, at no additional charge, to Residential Units that have been certified by the District Representative as meeting eligibility requirements for the service.
- 3.1.6 Franchisee shall provide collection service to a new Residential Unit within seven (7) calendar days of receiving notification from the District Representative.
- 3.1.7 Residents may self-haul or make other arrangements for collection, processing, and disposal of the following materials:
 - (a) Recyclable materials, provided such materials are properly recycled ; and
 - (b) Waste not considered Residential Waste, as defined in this agreement.

3.2 Collection Service Exemptions

Modular homes, mobile homes, recreational vehicles or trailers located in a Commercial Mobile Home Park whose owner documents to the District Representative that the complex receives adequate Residential Waste collection service through an existing commercial contract will not receive service pursuant to this agreement. Such documentation shall include the following:

- (a) The Commercial Mobile Home Park is serviced using commercial containers, such as dumpsters, rather than receiving Curbside collection of waste;

SECTION E – SPECIFICATIONS CONTINUED

- (b) The owner, manager, or association representing the Commercial Mobile Home Park provides a copy of a current contract for waste collection;
- (c) Such contract includes at least weekly collection of waste; and
- (d) The container size and frequency of service are deemed adequate, as determined by the District Representative, to service the number of units located within the park.

3.3 Transition in Service

Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, Franchisee shall submit a Transition Plan to the District no later than September 1, 2006. The plan shall include a detailed description of how implementation of the Franchisee's collection services will be accomplished, including the date by which equipment will be acquired/available, the date for retaining appropriate staffing levels, routing completion and dry-run dates, and delivery dates for drafts of all public notifications including service date notifications, leave behind tags, and customer service call forms. The service day notification shall include, at a minimum, door tags that Franchisee will have printed in sufficient quantity to distribute door-to-door prior to the start of the new collection program. The transition plan should include the schedule for having the tags drafted, reviewed and printed, as well as the dates during which the Franchisee will undertake distribution. The transition plan shall include a series of meetings with District staff leading up to the commencement of service, and strategy for dealing with bulky waste during the start up period. The transition plan must meet the approval of the District Representative.

3.4 Designated Facility

Franchisee shall deliver all Residential Waste to the Pinellas County Solid Waste Disposal Facility located at 3095 114th Avenue North, St. Petersburg, FL 33716, or other appropriate facility designated by the District. Franchisee shall pay the Tipping Fee for all Residential Waste collected pursuant to this agreement.

3.5 Service Refusal

- 3.5.1 Franchisee is not required to collect Residential Waste that has not been placed out for collection in accordance with the provisions of this agreement, or that is mixed with Hazardous Waste or Biological Waste. If not collected, Franchisee shall immediately leave a written notice, as approved by the District Representative, affixed to the container, next to the material, or at the front door explaining why the material was not collected and proper disposal information.
- 3.5.2 If the owner or occupant of a Residential Unit does not comply with a written notice within seven (7) calendar days, Franchisee shall notify the District Representative.

3.6 Hours of Collection

- 3.6.1 Franchisee shall conduct all specified collection services between the hours of 6:00 a.m. and 6:00 p.m., unless otherwise authorized by the District Representative.
- 3.6.2 Franchisee may conduct collection services on any day of the week except Sunday, except as otherwise authorized by the District Representative.

3.7 Routes and Schedules

- 3.7.1 Franchisee shall provide the District with schedules of residential collection routes in map and text formats (printed and electronic versions) no later than October 1, 2006.

SECTION E – SPECIFICATIONS CONTINUED

3.7.2 Franchisee shall inform the District in writing at least thirty (30) days in advance of any proposed changes to routes or schedules during the term of the agreement. All proposed changes must be approved in writing.

In the event that changes in routes or schedules alter the day of pickup, the Franchisee shall notify each Residential Unit affected by the change with a District-approved printed announcement at least fourteen (14) days prior to the effective date of the change. To the extent possible, the District Representative and customers should also be notified of changes to service time of day.

3.7.3

3.7.4 Franchisee shall not be required to provide collection service on Holidays, but shall make up such collection on another day within the same week as the Holiday. Franchisee shall notify all Residential Units, whose collection day will be changed due to a Holiday, at least three (3) days and not more than ten (10) days prior to the Holiday. Said notice shall be in a newspaper of general circulation published within the County and at the Franchisee's expense.

3.8 Employees

3.8.1 Franchisee shall appoint an Operations Manager, or similarly titled position, which shall be the primary point of official contact on behalf of the Franchisee for all technical and administrative matters pertaining to this agreement.

3.8.2 Franchisee shall designate a contact person available to the District during all non-office hours. This contact person shall be authorized to act at the District's request in response to emergencies or circumstances requiring immediate action.

3.8.3 Franchisee shall furnish each employee with an appropriate means of identifying the person as an employee of the Franchisee. The identification need not be a uniform, but must be sufficient to ensure easy identification. The District reserves the right to approve the identifiers or identification furnished by the Franchisee.

3.8.4 Franchisee's employees shall maintain a courteous and respectful attitude toward the public at all times, and avoid loud or profane language during the performance of duties.

3.9 Vehicles and Equipment

3.9.1 Franchisee shall provide an adequate number of vehicles and equipment to collect Residential Waste as specified herein. Vehicles and equipment shall comply with the following specifications:

- (a) All equipment shall be kept in good repair and in clean condition at all times. Hydraulic systems shall be kept in good repair to prevent leaking.
- (b) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
- (c) All vehicles shall be licensed in the State of Florida and shall operate in compliance with all applicable state, federal, and local regulations.
- (d) Each vehicle shall be equipped with appropriate ancillary equipment, including but not limited to a fire extinguisher, audible back-up warning device, flares, wheel chock blocks, shovel, heavy-duty broom, rake and dustpan.

SECTION E – SPECIFICATIONS CONTINUED

- (e) Each vehicle shall bear the name and phone number of the Franchisee plainly visible on both sides of the vehicle.
 - (f) All collection vehicles, with the exception of support or reserve vehicles, shall not be more than seven (7) years old at any time during the term of the agreement.
 - (g) Operation of vehicles and equipment should conform with Pinellas County noise control standards. Pinellas County uses both a decibel-based control program and a “loud and raucous” standard. In residential areas between the hours of 7 am and 11 pm, a noise level of 72dBA (decibels) is allowed. After 11 pm, the allowable level is reduced to 55 dBA.
- 3.9.2 Franchisee shall also have on hand and maintain reserve collection vehicles available for service in the event of breakdowns. Such vehicles shall also comply with the specifications in Section 3.9.1.
- 3.9.3 By November 1, 2006, and annually thereafter, the Contractor shall provide to the District an inventory of vehicles and equipment designated to provide the services specified in this agreement. This inventory shall include, at least, the inventory identification number, make and model, date of purchase, and age for each piece of equipment and vehicle.
- 3.9.4 The District reserves the right during the term of this agreement, with reasonable notice to the Franchisee, to inspect the Franchisee’s service facility and the equipment and vehicles providing services to the District under this agreement.

3.10 Quality of Service

- 3.10.1 Franchisee’s employees shall exercise reasonable care and diligence in the collection process. Franchisee shall provide collection services with as little disturbance to residents as possible.
- 3.10.2 Franchisee’s employees shall handle containers in a manner to prevent damage and shall leave collection containers in an upright position at the same point from which they were collected, unless otherwise approved by the District. Franchisee’s employees shall immediately clean up any spillage of Residential Waste on a customer’s property, the right-of-way, or adjacent street resulting from their collection activities.
- 3.10.3 Franchisee’s employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.
- 3.10.4 Franchisee shall haul or transport Residential Waste only in covered or enclosed vehicles that prevent waste from falling from, blowing off, or in any way escaping from the vehicle. If any Residential Waste is released or falls from a Franchisee’s vehicle for any reason, the Franchisee shall promptly clean up all spillage at no cost to the District.
- 3.10.5 Franchisee’s employees shall take care to prevent damage to public and private property. Franchisee shall be responsible for all costs associated with the repair or replacement of damaged property of any kind that can be ascribed to the actions of its equipment, employees, or agents. Franchisee shall promptly repair any such legitimate damage claim, at its sole expense, within five (5) days of occurrence, unless otherwise approved by the District Representative. The District may have repairs made and charge back franchisee if not done in a timely fashion.

SECTION E – SPECIFICATIONS CONTINUED**3.11 Complaints**

3.11.1 Franchisee shall establish and maintain a system with a local or toll-free number for receiving and handling service inquiries and customer complaints during normal business hours. This system shall have adequate telephone capacity to ensure that customers and District representatives will have prompt access to customer service representatives, and shall be staffed by at least one person authorized and trained to respond to service inquiries and resolve customer complaints. The phone number for this system shall be advertised appropriately and shall appear on all collection vehicles.

3.11.2 Franchisee shall resolve all complaints, including notifications of missed collections, within twenty-four (24) hours of receiving such complaints, unless a different time limit is specified in this agreement or approved by the District Representative. If the Franchisee receives a complaint on a Sunday or a Holiday, Franchisee shall resolve the complaint no later than the next business day.

3.12 Recordkeeping and Reporting

3.12.1 Franchisee shall maintain a log of all customer complaints received by the Franchisee directly from customers or through County or District staff. The log shall include the date when the call was received by the Franchisee; customer's name, address, and phone number; nature of the complaint; date when the complaint was resolved; and description of how the complaint was resolved.

3.12.2 By the end of each business day, Franchisee shall provide the District Representative with an electronic copy, in a format approved by the District, of the customer complaint log for the previous business day.

3.12.3 Within twenty-four (24) hours of receipt of a complaint involving a claim of damage to private or public property as a result of the Franchisee's action, Franchisee shall provide the District with a full written explanation of such complaint. Franchisee shall amend such explanation to provide a full written explanation of the final disposition of such complaint.

3.12.4 Within ninety (90) days after the close of each fiscal year, Franchisee shall submit to the District Representative a financial statement of its operations during the preceding fiscal year. Extensions of the filing deadline may be granted by the District in its sole discretion. Annual financial reports shall at a minimum include the following:

- (a) Standard report statements;
- (b) Separate income statements for collection that is regulated by this agreement;
- (c) Detailed explanation of allocation methods; and
- (d) An opinion by an independent certified public accountant that certifies he has examined source documents in compiling the financial statement.

3.12.5 The District reserves the right to review all records maintained by the Franchisee in relation to its operations under this agreement. The records will be made available in Pinellas County, Florida for audit and review by representatives of the District during normal business hours within three (3) working days after receiving a written request for such review from the District. Franchisee shall maintain all such records, including but not limited to those described in this agreement, for a period of at least three (3) years past the expiration of the agreement and any extension thereof.

SECTION E – SPECIFICATIONS CONTINUED

3.13 Disaster Preparedness

In the event of a disaster-related emergency declared by the Board of County Commissioners, the Franchisee may temporarily be relieved of providing collection services pursuant to this agreement, upon approval by the County Representative, but shall commence providing collection and disposal of Residential Waste as soon as conditions allow. Upon resuming collection, the Franchisee shall collect all Residential Waste that would be collected under normal conditions, or as otherwise agreed to with the County Representative.

SECTION 4 PAYMENT PROVISIONS**4.1 Standard Rate(s)**

The total monthly fees paid by the District to the Franchisee for Residential Waste collection provided under this agreement shall be based on the service rate(s) provided by the Franchisee in its bid price.

4.2 Payment of Service Fees

- 4.2.1 Franchisee shall be paid by the District on a monthly basis, for services performed during the previous month, upon submission of a proper invoice.
- 4.2.2 By the 10th of each month during the term of this Agreement, the District shall provide the Contractor with the total number of Residential Units serviced during the preceding month.
- 4.2.3 Contractor shall review and reconcile this information, and shall invoice the District based on this total and the service rate per Residential Unit in effect at that time.
- 4.2.4 Neither the Franchisee nor its agents, subcontractors, employees, or other representatives shall accept monetary remuneration from any residential customer for provision of services described in this agreement unless explicitly stated in this agreement.

4.3 Reductions in Service Fees

The amount of the monthly service fee to be remitted to the Franchisee shall be reduced by the amount of any deductions for liquidated damages pursuant to Section 5, Scope of Services.

4.4 Rate Adjustments

- 4.4.1 The service rate(s) submitted in the Franchisee's bid price shall not be adjusted through December 31, 2007.
- 4.4.2 Adjustments in Tipping Fee: Should the Tipping Fee at the Designated Facility change during the term of this agreement, the disposal portion of the service rate, which for the purposes of this agreement shall be assumed to be thirty percent (30%) of the service rate, shall be adjusted upward or downward based on the percentage change in the Tipping Fee.

SECTION E – SPECIFICATIONS CONTINUED

- 4.4.3 Consumer Price Index Adjustment: Effective January 1, 2008, and effective the same date each year thereafter, that portion of the service rate per Residential Unit that is for collection, which for the purposes of this agreement shall be assumed to be seventy percent (70%) of the service rate, shall be adjusted to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index for All Items, All Urban Consumers, South Average, (not seasonally adjusted). The collection portion of the service rate effective on the last day of each contract year shall be adjusted by one-hundred percent (100%) of the net percentage change in the specified Index for the preceding year, beginning May 1 and ending April 31, provided, however, that the adjustment for any one shall not exceed four percent (4%) of the collection portion of the service rate prior to adjustment.

SECTION 5 LIQUIDATED DAMAGES

Franchisee shall cure all failures to provide service in accordance with and within the time limits set forth in this agreement. If the Franchisee fails to remedy such failures, provided such failure is not caused by action or inaction by the District, the District, without waiving other remedies it may have under this agreement, at law, or in equity, may charge the Franchisee liquidated damages according to the following schedule:

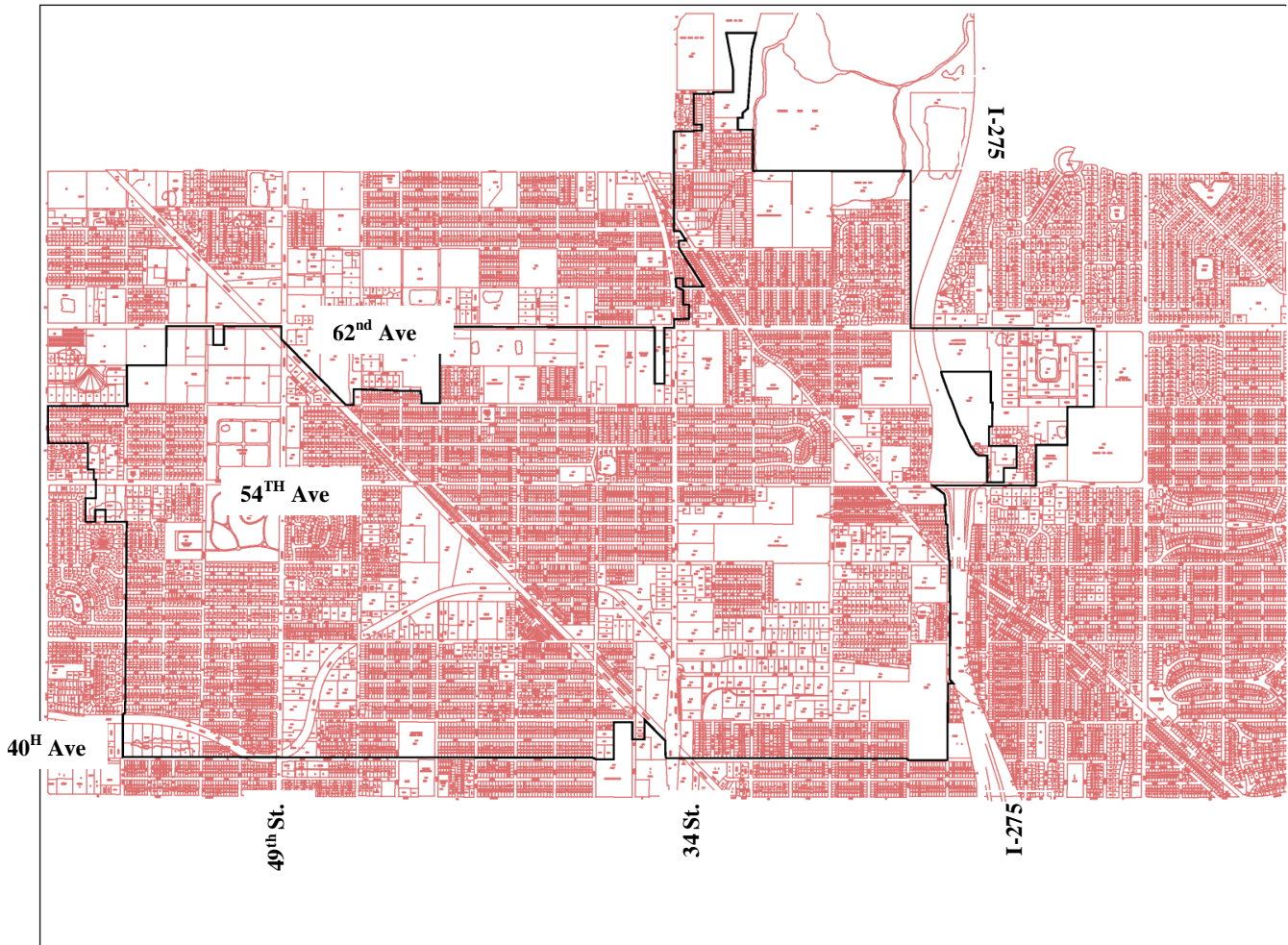
- | | | |
|----|---|--|
| 1) | Failure to collect missed Residential Units within 24 hours of the regularly scheduled service day. | \$25 per incident per day;
\$50 per day for each additional day of non-compliance. |
| 2) | Failure to complete a route on the regularly scheduled pickup day (except in the event of a disaster related emergency). A route shall be deemed incomplete if 2% or more customers do not receive service on the regularly scheduled pickup day. | \$500 per route for the 1st incident; \$1,000 per route for each additional incident in any 30-calendar-day period |
| 3) | Failure to deliver all Residential Waste to the Designated Facility. | \$500 per incident for each day of non-compliance |
| 4) | Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day such spillage occurs. | \$50 per incident for each day of non-compliance |
| 5) | Failure to respond to or resolve customer complaints by the end of the next business day after receiving such complaint. | \$50 per incident for each day of non-compliance |
| 6) | Failure to repair damage to public or private property with five (5) calendar days or within the timeframe approved by the District. | \$100 per incident for each day of non-compliance |
| 7) | Failure to provide a list of all complaints by the end of the next business day. | \$50 per incident for each day of non-compliance |
| 8) | Failure to maintain office hours and supervisory contacts as required. | \$50 per incident for each day of non-compliance |
| 9) | Failure to provide proper notification to customers prior to route changes. | \$1,000 for the 1st incident;
\$2,000 for each additional incident |

SECTION E – SPECIFICATIONS CONTINUED

- | | | |
|-----|--|--|
| 10) | Failure to provide a Transition Plan by September 1, 2005. | \$1,000 per day for every day after due date |
| 11) | Failure to provide schedule and route maps by October 1, 2006, or changes in schedules and routes thirty (30) calendar days prior to implementation of such changes. | \$100 per day for every day overdue |
| 12) | Failure to provide an inventory of vehicles and equipment designated to provide services specified herein by November 1, 2006, or annually thereafter. | \$100 per day for every day after due date |
| 13) | Failure to provide a financial statement within ninety (90) days after the close of each fiscal year, unless an extension has been approved by the District. | \$50 per day for every day after due date |

SECTION E – SPECIFICATIONS CONTINUED

EXHIBIT I
SERVICE AREA



SECTION F - BID SUMMARY PAGE

Bid Title: **LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES**

Bid Number: **056-0266-B (GM)**

Service Description	Monthly service rate per Residential Unit	Annual service rate per Residential Unit	Estimated number of Residential Units	Total estimated annual service fee
Residential Waste Collection and Disposal	\$	\$	8879	\$

NOTE: BID SUMMARY PAGE MUST BE SUBMITTED WITH ONE (1) ORIGINAL AND FIVE (5) COPIES IN SEPARATE SEALED ENVELOPE MARKED "BID SUMMARY PAGE PRICING."

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, WHICH SITS AS THE GOVERNING BODY OF THE DISTRICT, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

***REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

AUTHORIZED SIGNATURE

CITY STATE ZIP

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE:

E-MAIL ADDRESS: _____
(ACCOUNT REPRESENTATIVE)
NOTIFICATIONS)

COMPANY EMAIL ADDRESS: _____
(REQUIRED FOR FUTURE ELECTRONIC

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: **LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES**

Bid No: **056-0266-B (GM)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
--------------	------------------------	---------------

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase, listed under category 'Bid Schedule'.

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **056-0266-B (GM)** for **LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION I – SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 200___, by and between the LEALMAN SOLID WASTE COLLECTION AND DISPOSAL DISTRICT, a municipal services benefit unit created by Pinellas County, hereinafter referred to as the “District”, represented by its governing body the Pinellas County Board of County Commissioners, and

_____,
(print full legal name and address)

_____, hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, District has previously determined that it has a need for residential municipal solid waste collection and disposal services in the District; and

WHEREAS, District, after soliciting competitive proposals for such services pursuant to Pinellas County Invitation to Bid, ITB No. 056-0266-B (GM) (hereinafter “Invitation to Bid” or “ITB”), District has awarded this Contract to Contractor; and

WHEREAS, Contractor has represented that it is capable of providing the services according to the terms and conditions of the Invitation to Bid, which are incorporated into this Contract by reference, and according to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. Contractor hereby agrees to provide District with residential municipal solid waste collection and disposal services in the District, as specifically set forth in the Invitation to Bid and in all other documents that officially comprise the contract documents as defined in Section 15 below (the “Contract”).

2. Time of Service. Services shall be performed in a timely manner, as specified in the Contract.

SECTION I – SAMPLE AGREEMENT CONTINUED

3. Term of Agreement/Renewal. Services performed pursuant to this Contract shall commence upon execution of this Agreement and continue through December 31, 2011, unless terminated as otherwise provided herein. Upon the expiration of the initial contract period, at the sole option of the District, and with the concurrence of the Franchisee, this Contract may be renewed under all the same terms and conditions for ONE (1) additional period of up to SIXTY (60) MONTHS.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement signed by both parties.

5. Assignment/Subcontracting. Contractor shall perform this Contract using its own resources and shall not subcontract any work or other obligation hereunder without the prior written consent of District. In the event Contractor is acquired by, or merges with another entity, District has the right to terminate the Contract immediately which right shall not be unreasonably exercised and shall be limited to instances where District determines in good faith that a conflict of interest exists or that the resulting assets of Contractor have substantially decreased or that any new shareholder, officer, director, or agent has been debarred by Pinellas County within the three years prior to the Contract award. However, notwithstanding anything to the contrary contained herein, if Contractor, prior to the Contract award, has disclosed details of its intent to assign, subcontract, be acquired or merge in its response to the Invitation to Bid, then District will be deemed to have waived its right to terminate for such reason.

6. Cancellation/Termination.

a) For Cause: District may terminate the Contract at any time if Contractor defaults or fails to comply with a material provision of the Contract and fails to rectify such default or failure within TEN (10) days of written notice from District.

b) Insufficient Funds: In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, District shall notify Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to District.

SECTION I – SAMPLE AGREEMENT CONTINUED

c) Alternative Sourcing: In addition to all other legal remedies available to District, District reserves the right to obtain from another source any goods or services which are not provided within the time specified in the Contract or, if no time is specified, within a reasonable period from the date of order or request, as determined by District.

7. Compensation. As compensation for Contractor providing services to District as described herein, District shall pay Contractor in arrears, based on the submission of invoices for work done. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

8. Permits/ Licenses. Contractor shall secure and maintain any and all permits and licenses required to complete this Contract.

9. Audit. Contractor shall retain all records relating to this Contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, District reserves the right to audit such records pursuant to Pinellas County Code, Chapter .

10. Minimum Insurance Requirements. Throughout the term of this Contract, Contractor shall maintain insurance coverage in at least the amounts required in the Invitation to Bid. Contractor shall provide a Certificate of Insurance in accordance with Section C of the Invitation to Bid (Insurance Requirements), evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless District from all suits, actions or claims of any kind arising out of any injuries or damages received or sustained by any person, persons or property and caused by Contractor; or by, or in consequence of any negligence in safeguarding the work; or by or on account of any act, omission, negligence or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or any other law, ordinance, order or decree, except only such injury or damage as shall have been caused by the sole negligence of District. The first ten dollars (\$10.00) of compensation received by Contractor under this Contract represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

SECTION I – SAMPLE AGREEMENT CONTINUED

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. Contractor is and shall remain an independent contractor and is neither agent, employee, partner of, nor joint venturer with District. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of District.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void, renders the balance of the Agreement impossible to perform.

15. Documents Comprising Contract. The Contract shall include this Agreement for residential municipal solid waste collection and disposal services in the District as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Invitation to Bid and all of its addenda and attachments issued on or before January 20, 2006;
- b. Contractor's Certificate of Insurance required under Section C of the Invitation to Bid;
- c. Contractor's Bid.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

SECTION I – SAMPLE AGREEMENT CONTINUED

IN WITNESS WHEREOF the parties herein have executed this Agreement for residential municipal solid waste collection and disposal services in the District, pursuant to Pinellas County Invitation to Bid No. 056-0266-B (GM), as of the day and year first written above.

LEALMAN SOLID WASTE COLLECTION
AND DISPOSAL DISTRICT
by and through its governing body

CONTRACTOR

Chair

President (Signature)

President (Printed Name)

ATTEST:

By: _____
(Attesting Witness' name/title)

[Corporate Seal]

APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:

ATTEST:

Office of the County Attorney

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Office of the County Attorney

MANDATORY
 NON-MANDATORY

BID
 RFP

PRE-BID CONFERENCE
SIGN-IN SHEET

TITLE: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES

BID/RFP NUMBER: 056-0266-B (GM)

DATE: 2/2/06

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
1) Pinellas County Purchasing 400 S Ft Harrison Avenue Annex Bldg - 6 th Floor Clearwater, FL 33756	Name: Gale McCormick Phone #: 727-464-3311 Fax #: 727-464-3925 Email Address: gmccormi@co.pinellas.fl.us

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX NUMBER & EMAIL ADDRESS
2) Kessler Consulting 41020 N. Nicholson Ave, Bldg D Tampa FL 33613	Name: Robin Mitchell Phone #: 813-971-8333 Fax #: 813-971-8582 Email Address: r.mitchell@kcsconsulting.com

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
3) Big REDD CARTING 22363 Cortez Blvd Brooksville, FL 34601	Name: Frank Kraft Phone #: (352) 796-1332 585-6982 Fax #: 796-3007 Email Address: fkratt@bigreddcarting.com

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
4) LIBERTY WASTE, LLC 1101 N 34th St. TAMPA, FL 33605	Name: ROGER CROW Phone #: 813-248-3802 Fax #: Email Address: RCROW@LIBERTYTAMPA.COM

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
5) LIBERTY WASTE, LLC 1101 N. 34th ST. TAMPA, FL 33605	Name: JASON GREER Phone #: 813-248-3802 Fax #: Email Address: JGREER@LIBERTYTAMPA.COM

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
6) REPUBLIC WASTE SERVICES 5210 W LINEBAUGH AVE TAMPA FL 33634	Name: JOHN CLIFFORD Phone #: 727/577-9572 Fax #: 813 961-3534 Email Address: CLIFFORD@REPSRV.COM

MANDATORY
 NON-MANDATORY

BID
 RFP

PRE-BID CONFERENCE
SIGN-IN SHEET

TITLE: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES

BID/RFP NUMBER: 056-0266-B (GM)

DATE: 2/2/06

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
7) PINELLAS CO. SOLID WASTE OPERATIONS 3095 114th AVE. N. ST. PETERSBURG, FL 33716	Name: WALTER M. SMITH Phone #: 727.464.7500 Fax #: 727.464-7712 Email Address: WSMITH@CO.PINELLAS.FL.US

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX NUMBER & EMAIL ADDRESS
8) Waste Services of Florida 11500 43rd st N Clearwater FL 33762	Name: William Krimmel Jr Phone #: (727) 572-3806 Fax #: (727) 572-8081 Email Address: WKRimmel@WasteServicesinc.com

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
9) Waste Services of Florida, Inc. 11500 43rd St. N. Clearwater, FL 33762	Name: Shari Rheuble Phone #: 727-572-7041 Fax #: 727-573-9311 Email Address: SRheuble@wsii.us

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
10) Waste Management Inc of FL 16103 Camelot Ct. Tampa, FL 33647	Name: Bill Gresham Phone #: 813-622-2731 Fax #: 813-632-8766 Email Address: BGresham@wm.com

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
11) COUNTY RECYCLING INC. 5601 HAINES RD. NORTH St. Petersburg FL 33714	Name: JAMES ROBERTO Phone #: 727 - 522 - 5794 Fax #: 727 525 - 5720 Email Address: COUNTYRECYCLING@AOL.COM

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
12) PINELLAS CO SOLID WASTE OPERATIONS 3095 - 114th AVE. N. St. Petersburg FL 33716	Name: Deb Bush Phone #: 727-464-7500 Fax #: 727-464-7712 Email Address: dbush@co.pinellas.fl.us

MANDATORY
 NON-MANDATORY

BID
 RFP

PRE-BID CONFERENCE
SIGN-IN SHEET

TITLE: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES

BID/RFP NUMBER: 056-0266-B (GM)

DATE: 2/2/06

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
13) Robert House Jr Pinellas County Solid Waste Operator 14095 114 th Avenue North St. Petersburg, FL	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX NUMBER & EMAIL ADDRESS
14)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
15)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
16)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
17)	Name: Phone #: Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	REPRESENTATIVE NAME PHONE, FAX & EMAIL ADDRESS
18)	Name: Phone #: Fax #: Email Address:

**BOARD OF COUNTY
COMMISSIONERS**

John Morroni - Chairman
Kenneth T. Welch - Vice Chairman
Ronnie Duncan
Calvin D. Harris
Susan Latvala
Karen Williams Seel
Robert B. Stewart



Joseph Lauro, CPPO/CPPB
Director

February 22, 2006

VIA FACSIMILE

TO: ALL BIDDERS

INVITATION TO BID: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES

BID NUMBER: 056-0266-B (GM)

SCHEDULED TO OPEN: MARCH 2, 2006 AT 3:00 P.M.

ADDENDUM NO. 1

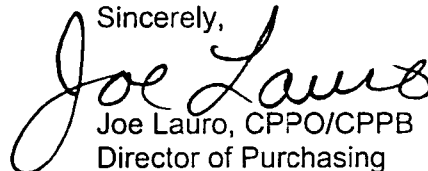
Notice is hereby given that the **BID OPENING DATE** has been rescheduled to **MARCH 9, 2006 AT 3:00 P.M.**

A second addendum will be issued when answers to all questions have been finalized later this week.

No further questions will be answered after February 16, 2006.

All other specifications, terms and conditions remain unchanged.

Please remember to acknowledge receipt of this Addendum in Section G, Page 25 under Addendum No. 1 and return with completed bid package.

Sincerely,

Joe Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



**BOARD OF COUNTY
COMMISSIONERS**

Kenneth T. Welch - Chairman
Ronnie Duncan Vice Chairman
Calvin D. Harris
Susan Latvala
John Marroni
Karen Williams Seel
Robert B. Stewart



Joseph Lauro, CPPO/CPPB
Director

February 24, 2006

VIA FACSIMILE

TO: ALL BIDDERS

INVITATION TO BID: LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES

BID NUMBER: 056-0266-B (GM)

SCHEDULED TO OPEN: MARCH 9, 2006 AT 3:00 P.M.

ADDENDUM NO. 2

Notice is hereby given that the following clarification has been made to the specifications for the above referenced Invitation to Bid as follows:

Section A – General Conditions

Item 19. County and District Indemnification:

WMI Question – We would like to see a totally fault based indemnification so that we are only responsible for claims to the extent they are caused by our fault.

This section will not be amended.

Item 31. Written Requests for Interpretations/Clarifications:

Republic Question - Can questions be sent via email?

As answered in the pre-bid meeting, questions sent via email are acceptable.

No further questions will be answered.

Item 37. Add/Delete Locations Service:

Republic Question – What is the possibility of the 8,879 units being increased, and if so, what % of an increase would be anticipated, by the District?

There is very little new development in the Lealman area; hence the figure is not expected to increase substantially based on growth within the defined boundary.

Section B – Special Conditions**Item 4. Consumer Price Index Adjustment:**

Republic Question - I am requesting that the County consider adding a fuel surcharge component to the ITB, This would protect the "contract service provider" who is now being placed in a position to continue to provide service with no ability to recapture ever increasing fuel costs. In addition, CPI should be at the full CPI and tied to an index that more accurately reflects the costs associated with the transportation industry. ie. the transportation index.

Section C – Insurance and Indemnification**Item I.A 4. Professional Liability Insurance (including Errors and Omissions):**

WMI Question – Errors and Omissions are generally not required for solid waste companies. It may not be available to us. We would like to delete this.

Item A paragraph 4 is deleted.

WMI Question - We would like the District to consider two other changes in this Section. First, limit the size of the containers to thirty-two (32) gallons. This is a standard size, they would be safer to handle, and would help ensure staying within the fifty (50) pound weight limitation.

WMI Question - The second request is to institute a limitation on the number of containers or amount of Garbage And Trash and Yard Waste per pickup day. The last suggested change would also be of great value in an undeclared disaster.

Section 3.1.2 is amended to read as follows:

Franchisee shall collect, twice weekly, all Garbage and Trash placed in containers or bags not exceeding forty-five (45) gallons or fifty (50) pounds each. Franchisee shall collect all Yard Waste set out with Garbage and Trash as long as such Yard Waste is containerized or bagged, with the exception of branches which may be set out in a loose pile but must not exceed four (4) feet in length and four (4) inches in diameter.

3.1.3 Bulky Waste:

WMI Question - We would like the District to consider two changes in this section. The first change is to designate the second Garbage and Trash collection day as the Bulky Waste collection day. It should be a lighter day for Garbage and Trash; therefore the collection crews will have more time and truck space for the Bulky Waste items.

The selected franchisee will be able to select either one of the garbage and trash pickup days and designate it as the day of the week bulky waste service is to be provided.

WMI Question - The second change, or addition would be to limit the number of Bulky items per collection day. As the document reads now, there is a size limitation (cars, boats, etc.) but not a limitation on the number of items. A Garbage and Trash collection crew could face an entire household of furniture and appliances on the curb. One eviction or multiple large amounts could affect the entire collection day schedule, result in missed collections, induce multiple fines, increase landfill trips, and disposal costs.

Section 3.1.3 is amended to read as follows:

Franchisee shall collect Bulky Waste once a week, on the same day as one of the Garbage and Trash Pickups. Bulky Waste set-outs must not exceed 2 cubic yards per residential unit once per week.

3.1.5 Back Door Service:

Republic Question – What is the number of anticipated eligible Back Door service recipients?

An estimate of eligible Back Door customers is not available. The customer must document eligibility to the satisfaction of the District in order to obtain this service.

3.2 Collection Service Exemptions:

Republic Question – What is the total number of parks that can opt out from this agreement and how many units of the 8,879 could be affected? Also, if a park has started residential curbside service can it choose to opt out at any time?

There are approximately 33 mobile home parks within the District, with a total of 2,675 mobile homes that are potentially eligible for exemption. The total number that will be granted an exemption is unknown at this time. All mobile homes that currently provide curbside service will be included in this franchise. Only those demonstrating adequate commercial dumpster service can request an exemption.

3.3 Transition in Service:

A strategy for dealing with “bulky waste,” during the start up period.

Republic Question – Is there a large amount of “bulky waste” being anticipated during start up? If so what volume is being anticipated?

The District does not have a projection for the amount of bulky waste that may be generated during start-up.

3.7.4 Routes and Schedules – Holidays:

WMI Question – This requires us to make up a collection in the same week as the holiday. We would ask that we collect on the next scheduled collection day. We would not have to inform every home that their day had changed.

Section 3.7.4 is amended to read as follows:

Franchisee shall not be required to provide collection service on Holidays. Normal service will resume on the next scheduled collection day.

3.10 Quality of Service:

WMI Question – Section 3.10.5 requires that we make repairs or pay within 5 days. If this is an insurance claim, 5 days is not enough.

On a case-by-case basis the franchisee can seek an extension of time from the District Representative.

3.11 Complaints:

Republic Question - What will the District's position be on "late set outs" by residents?

The District will work with the franchisee to identify late set outs so that they do not count against the hauler and will follow up with residents to ensure that set-out guidelines have been received. The District will publish set-out guidelines that will be distributed to each resident and include the requirement to set out containers no later than 6:00 a.m. the morning of collection.

3.12.1 Franchisee shall maintain a log of all customer complaints:

Republic Question – Will the District be supplying an electronic copy of the customer database?

Once the Board of County Commissioners, acting as the District, certify the tax roll in September, a final list of residential units included in the program will be provided electronically to the franchisee.

3.12.4 Franchisee shall submit to the District's Representative a financial statement:

Republic Question – Why is this necessary, and can it be eliminated? If not, is the District aware that a significant cost is associated with compliance to this item and it will only add to the overall per unit cost for service? If the District is willing to waive this item it will also, have to be removed from Section 5 Liquidated Damages.

WMI Question – We question why this document is necessary, given that rate adjustments are based (1) on the CPI not an RRI and (2) collection costs are fixed at 70% of the collection rate.

Paragraphs 3.12.4 and 3.12.5 of **SECTION E** on page 19 of the ITB will be deleted and replaced with the following:

3.12.4 The District reserves the right to review all records, including financial statements and reports, maintained by the Franchisee in relation to its operations under this agreement. The records will be made available in Pinellas County, Florida for audit and review by representatives of the District during normal business hours within three (3) working days after receiving a written request for such review from the District. Franchisee shall maintain all such records, including but not limited to those described in this agreement, for a period of at least three (3) years past the expiration of the agreement and any extension thereof.

3.13 Disaster Preparedness:

WMI Question – There are several problems with this provision: (1) the County may not declare a disaster, such as a very heavy rainstorm, we need a force majeure provision; (2) we all know that even though the storm may have passed, we are not going to be able to collect all Residential waste; storm debris will be an issue. We need a provision that limits our obligation and only requires us to collect storm debris if we have a written contract for same.

This section will not be amended.

The following will replace **SECTION B.4** on page 8 of the ITB.

4. **PRICE ADJUSTMENT:** Franchisee's bid price will be adjusted as specified in Paragraph 4.4 of Section E.

Item 5. Satisfactory Past Performance:

WMI Question – This section is very broad. Does it include liquidated damages?

This section is amended to read as follows:

Satisfactory Past Performance: Bidder must document its satisfactory past performance by providing a description of any criminal or civil actions, losses of service contracts, and bid bond or performance bond claims against the bidder involving more than \$100,000 during the past five (5) years related to solid waste collection operations in Florida. For each such occurrence, the bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, the bidder shall so state. Additionally, Liquidated Damages should be included only if in excess of \$100,000 for any contract on an annual basis for the past five years for solid waste collection operations in Florida.

4.4 Rate Adjustments

Waste Services of Florida, Inc. Question – [We] would like to make the following recommendation to add language to Page 20 Section 4.4 Rate Adjustments.

"The Contractor may petition the County at any time for an additional rate adjustment on the basis of unusual changes in the cost of operations including fuel costs, new or revised laws, ordinances or regulations; changes in the location of disposal sites and for other good reason."

Republic Question - I am requesting that the County consider adding a fuel surcharge component to the ITB, This would protect the "contract service provider" who is now being placed in a position to continue to provide service with no ability to recapture ever increasing fuel costs. In addition, CPI should be at the full CPI and tied to an index that more accurately reflects the costs associated with the transportation industry. ie. the transportation index.

WMI Question – There is no place in the agreement for rate adjustments concerning fuel or a change in law. We suggest the following be inserted...

The following will replace Paragraph 4.4 of **SECTION E** on page 20 of the ITB:

4.4 Rate Adjustments

The monthly service rate shall be the sum of two components: Disposal Fee and Collection Fee. The Collection Fee shall be adjusted by a CPI Index and a Fuel Index. Rate adjustments shall be made as discussed below:

4.4.1 The monthly service rate submitted in the Franchisee's bid price shall not be adjusted through December 31, 2007, with the exception of the Disposal Fee, if required.

4.4.2 Adjustments in Disposal Fee: Should the Tipping Fee at the Designated Facility change during the term of this agreement, the disposal portion of the monthly service rate (Disposal Fee), which for the purposes of this agreement shall be thirty percent (30%) of the Franchisee's bid price, shall be adjusted upward or downward based on the percentage change in the Tipping Fee according to the following formula:

$$\text{Bid Price} \times 30\% \times \frac{\text{New Tipping Fee}}{\text{Initial Tipping Fee}} = \text{Adjusted Disposal Fee}$$

This adjustment shall be effective upon institution of the new tipping fee.

4.4.3 Adjustments in Collection Fee: Effective January 1, 2008, and effective the same date each year thereafter, that portion of the monthly service rate per Residential Unit that is for collection (Collection Fee), which for the purposes of this agreement shall be seventy percent (70%) of the Franchisee's bid price, shall be adjusted, only as shown below, to reflect changes in the cost of doing business. The initial Collection Fee shall be calculated according to the following formula:

$$\text{Bid Price} \times 70\% = \text{Initial Collection Fee}$$

4.4.3.1 Consumer Price Index Adjustment: Ninety-five percent (95%) of the initial Collection Fee shall be adjusted using the Consumer Price Index for All Items, All Urban Consumers, South Average, (not seasonally adjusted) for the preceding year, according to the following formula:

$$\text{Initial Collection Fee} \times 95\% \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted CPI Portion of Collection Fee}$$

Where, Preceding Year CPI shall equal the annual average CPI for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

And, Initial Year CPI shall equal the annual average CPI for the period beginning May 1, 2005 and ending April 30, 2006.

- 4.4.3.2 Fuel Index Adjustment: Five percent (5%) of the initial Collection Fee shall be adjusted using the US Department of Energy, Energy Information Administration PADD 1C Price for Low-Sulfur Diesel Sales to Commercial/Institutional Users for the preceding year, according to the following formula:

$$\text{Initial Collection Fee} \times 5\% \times \frac{\text{Preceding Year PADD1C Price}}{\text{Initial Year PADD1C Price}} = \text{Adjusted Fuel Portion of Collection Fee}$$

Where, Preceding Year PADD 1C Price shall equal the annual average price for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

And, Initial Year PADD 1C Price shall equal the annual average price for the period beginning May 1, 2005 and ending April 30, 2006.

Section 5 Liquidated Damages

Republic Question – Why is (financial statement) necessary, and can it be eliminated? If the District is willing to waive this item it will also, have to be removed from Section 5 Liquidated Damages.

Item 13 is deleted

Republic Question - What mechanisms will the District have in place for disputing alleged service failures?

WMI Question – There is no ability to contest an imposition of liquidated damages. There is no timeframe for a warning or a timeframe to correct a problem that might lead to damages.

The first step for dispute resolution will be meeting with the District Representative. However, the Franchisee may use other appropriate means to pursue dispute resolution.

Republic Question - Will the District look at reducing the per incident Liquidated Damages dollar amounts? The charges seem excessive.

There will be no amendments to this section.

Section I Sample Agreement

Signature page

Republic Question – Instead of the Presidents signature being required will the District allow the company's authorized local division representative to sign the agreement?

Yes, if there is provided a statement of authority from the company showing that the individual has authority to legally bind the corporation as a whole.

Republic Question - Also, on the same page can the need for a corporate seal be eliminated?

Yes, if the signature of the person signing the document with authority to bind the corporation is witnessed or attested by another person.

Description of Lealman Solid Waste Collection and Disposal District

The District shall embrace and be comprised of the following legally described real property:

BEGIN at the Southwest corner of Section 26, Township 30 South, Range 16 East, run northerly along the West line of said Section 26 to the Southwest corner of CEDAR HOLLOW Subdivision, according to the plat thereof, as recorded in Plat Book 65, Page 29; thence easterly along the South line of said CEDAR HOLLOW Subdivision to Southeast corner of said CEDAR HOLLOW Subdivision and the West line of LEE BAYNARD JR. NO. 4 Subdivision, according to the plat thereof, as recorded in Plat Book 28, Page 81; thence northerly along said West line to the Southwest corner of Lot 13, Block A, of said LEE BAYNARD JR. NO. 4 Subdivision; thence easterly along the South line of said Lot 13 to the Southeast corner of said Lot 13; thence northerly along the East line of said Lot 13 and the East line of Lot 12, said Block A, LEE BAYNARD JR. NO. 4 Subdivision to the Northeast corner of said Lot 12; thence westerly along the North line of said Lot 12 to the Northwest corner of said Lot 12 and aforesaid West line of LEE BAYNARD JR. NO. 4 Subdivision; thence northerly along said West line of LEE BAYNARD JR. NO. 4 Subdivision to the Northwest corner of Lot 1, said Block A, LEE BAYNARD JR. NO. 4 Subdivision; thence easterly to the Northeast corner of Lot 2, Block B, of said LEE BAYNARD JR. NO. 4 Subdivision; thence northerly to the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of aforesaid Section 26; thence easterly to the East boundary of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 26; thence northerly along said East boundary of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 26 to an intersection with the Northeasterly boundary of a Florida Power Corporation easement as described in Official Record Book 3267, Pages 60 through 62; thence N 10°41'06"W along said Northeasterly boundary of a Florida Power Corporation easement to the North boundary of the South $\frac{1}{2}$ of the North $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 26; thence easterly along said North boundary of the South $\frac{1}{2}$ of the North $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26 to a Westerly boundary of Sawgrass Lake Park; thence S 13°23'59"W along said Westerly boundary of Sawgrass Lake Park, for a distance of 285.69 feet; thence S 04°30'00"W along said Westerly boundary, for a distance of 1000.00 feet; thence S 52°19'16"W along said Westerly boundary of Sawgrass Lake Park, for a distance of 107.09 feet; thence S 00°05'01"W along said Westerly boundary, along a line parallel with and 175.00 feet west of the East boundary of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 26, for a distance of 85.00 feet; thence N 89°47'16"W along said Westerly boundary, for a distance of 80.00 feet; thence S 00°05'01"W along said Westerly boundary, for a distance of 260.00 feet to the North line of Block C, of aforesaid LEE BAYNARD JR. NO. 4 Subdivision; thence easterly along said North line of Block C, LEE BAYNARD JR. NO. 4 Subdivision to the Northeast corner of Lot 17, of said Block C, LEE BAYNARD JR. NO. 4 Subdivision; thence southerly to the Southeast corner Lot 18, Block D, of said LEE BAYNARD JR. NO. 4 Subdivision; thence continue southerly to the South line of aforesaid Section 26, the same being the North line of Section 35, Township 30 South, Range 16 East; thence easterly along the North line of said Section 35 to an intersection with the northerly prolongation of the East line of FAIRVIEW ESTATES Subdivision, according

to the plat thereof, as recorded in Plat Book 54, Pages 96 and 97; thence southerly along said northerly prolongation and along said East line to the North line of the Southeast $\frac{1}{4}$ of said Section 35; thence easterly along said North line of the Southeast $\frac{1}{4}$ of Section 35, to the East $\frac{1}{4}$ corner of said Section 35; thence easterly along the North line of the Southwest $\frac{1}{4}$ of Section 36, Township 30 South, Range 16 East to an intersection with the northerly prolongation of the West line of NICOLE SUBDIVISION, according to the plat thereof, as recorded in Plat 106, Page 31; thence southerly along said northerly prolongation and along said West line to the Southwest corner of said NICOLE SUBDIVISION; thence westerly along the North line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 36, to the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 36; thence southerly along the West line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36 to the North line of the South 680 feet of the Southwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 36; thence westerly along said North line to an intersection with the northerly prolongation of the East line of O'BERRY ESTATES SUBDIVISION, according to the plat thereof, as recorded in Plat Book 44, Page 21; thence southerly along said northerly prolongation and along said East line of O'BERRY ESTATES SUBDIVISION to the South line of said Section 36; thence westerly along said South line of Section 36 to the Northeast corner of Section 2, Township 31 South, Range 16 East; thence westerly along the North line of said Section 2 to the West right-of-way line of Interstate Highway 275; thence southerly along said West right-of-way line to the North line of MAR-MIC SUBDIVISION, according to the plat thereof, as recorded in Plat Book 30, Page 34; thence westerly along said North line to the Northwest corner of said MAR-MIC SUBDIVISION; thence westerly along the westerly prolongation of said North line of MAR-MIC SUBDIVISION to an intersection with the West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 31 South, Range 16 East; thence southerly along said West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2 and along the West line of the Northeast $\frac{1}{4}$ of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2 to the Southwest corner of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 31 South, Range 16 East; thence westerly along the Northerly right-of-way line of 40th Avenue North and the westerly prolongation of said Northerly right-of-way line of 40th Avenue North to the Westerly right-of-way line of U. S. Highway 19; thence northerly along said West right-of-way line of U. S. Highway 19 to the Southerly right-of-way line of Seaboard Coastline Railroad; thence N 44°22'42"W along said Southerly right-of-way line, the same being a Northerly line of land conveyed in O.R. Book 11759, Pages 2485 through 2487, for a distance of 485.91 feet; thence S 00°25'50"W along a Westerly line of said conveyed land, for a distance of 339.76 feet; thence N 89°34'10"W along a Northerly line of said conveyed land, for a distance of 150.00 feet to the East right-of-way line of 35th Street North; thence continue N 89°34'10"W to the West right-of-way line of 35th Street North; thence northerly along said West right-of-way line of 35th Street North to the South right-of-way line of 42nd Avenue North; thence westerly along said South right-of-way line of 42nd Avenue North to the Northeast corner of Lot 6, HEBERT SUB, according to the plat thereof, as recorded in Plat Book 29, Page 9; thence southerly along the East line of said Lot 6 to the Southeast corner of said Lot 6; thence continue southerly along the southerly prolongation of said East line of Lot 6 to the South line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 31 South, Range 16 East; thence westerly along said South line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3 to the East right-of-way line of 37th Street North; thence westerly to the Southeast corner of Lot 13, Block 3, NORTH MIDWAY SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 9, Page 82; thence westerly along the Northerly right-of-way line of 40th Avenue North and it's prolongation through Joe's Creek to the Southwest corner of CARROLL'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 22, Page 47; thence northerly along the West line of said CARROLL'S SUBDIVISION and it's prolongation through Joe's Creek and along the East right-of-way line of 55th Street North to the easterly prolongation of the North right-of-way line of 52nd Avenue North; thence westerly along said North right-of-way line of 52nd Avenue North to the West line of the East 330 feet of Farm 7, PINELLAS FARMS Subdivision, according to the plat thereof, as recorded in Plat Book 7, Pages 4 and 5, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, in the Northwest $\frac{1}{4}$ of Section 4, Township 31 South, Range 16 East; thence northerly along said West line of the East 330 feet of Farm 7 to the South line of the North 264 feet of the South $\frac{1}{2}$ of said Farm 7; thence westerly along said South line of the North 264 feet of the South $\frac{1}{2}$ of Farm 7 to the East line of the West 165 feet of said Farm 7; thence southerly along said East line of the West 165 feet of Farm 7 to aforesaid North right-of-way line of 52nd Avenue North; thence westerly along said North right-of-way line of 52nd Avenue North to the West line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 4; thence northerly along said West line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the

Northwest $\frac{1}{4}$ of Section 4 to the South line of the North 264 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4; thence easterly to the West line of the East 495 feet of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4; thence northerly along said West line of the East 495 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4 and its northerly prolongation to the North right-of-way line of 54th Avenue North; thence westerly along said North right-of-way line of 54th Avenue North to the West line of the East 100 feet of the West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 30 South, Range 16 East; thence northerly along said West line of the East 100 feet of the West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33 to the North line of the South 220 feet of the East 200 feet of said West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33; thence westerly along said North line of the South 220 feet of the East 200 feet of the West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33 to the West line of said East 200 feet of the West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33; thence northerly along said West line of the East 200 feet of the West 903 feet of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33 to the Southeast corner of Lot 25, OAK VIEW MANOR Subdivision, according to the plat thereof, as recorded in Plat Book 65, Pages 77 and 78; thence northerly along the East line of said Lot 25 and the East line of Lot 24, said OAK VIEW MANOR Subdivision, to the Northeast corner of said Lot 24, OAK VIEW MANOR Subdivision the same being the South line of WHITE WOOD TERRACE Subdivision, according to the plat thereof, as recorded in Plat Book 47, Page 39; thence westerly along said South line of WHITE WOOD TERRACE Subdivision, to the Southwest corner of Lot 1, Block 1, said WHITE WOOD TERRACE Subdivision; thence northerly along the Easterly right-of-way line of 58th Street North to the Northwest corner of Lot 40, Block 3, said WHITE WOOD TERRACE Subdivision; thence easterly along the northerly line of said Block 3, WHITE WOOD TERRACE Subdivision and the easterly prolongation of said Block 3 to an intersection with the West line of Lot 1, Block 11, SUNNY LAWN ESTATES Subdivision, according to the plat thereof, as recorded in Plat Book 44, Page 29; thence northerly along said West line of Lot 1, Block 11, SUNNY LAWN ESTATES Subdivision to the Northwest corner of said Lot 1, Block 11, SUNNY LAWN ESTATES Subdivision; thence northwesterly to the Southwest corner of Lot 43, PINELLAS FARMS Subdivision, according to the plat thereof, as recorded in Plat Book 7, Pages 4 and 5, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, in aforesaid Southwest $\frac{1}{4}$ of Section 33; thence northerly along the West line of said Lot 43, PINELLAS FARMS Subdivision, to the Northwest corner of said Lot 43; thence easterly along the North line of said Lot 43, PINELLAS FARMS Subdivision, to the Northeast corner of said Lot 43, PINELLAS FARMS Subdivision; thence northerly along the West line of Lot 37, said PINELLAS FARMS Subdivision, to the Northwest corner of said Lot 37, PINELLAS FARMS Subdivision; thence easterly along the North line of said Lot 37, PINELLAS FARMS Subdivision, to the Northeast corner of said Lot 37; thence easterly to the Northwest corner of Lot 36, said PINELLAS FARMS Subdivision, in the Southeast $\frac{1}{4}$ of Section 33; thence easterly along the North line of said Lot 36, PINELLAS FARMS Subdivision to the East line of the West 100 feet of the West 279.17 feet of the North 300.00 feet of said Lot 36, PINELLAS FARMS Subdivision; thence southerly along said East line of the West 100 feet of the West 279.17 feet of the North 300.00 feet of Lot 36, PINELLAS FARMS Subdivision to the South line of said West 279.17 feet of the North 300.00 feet of Lot 36; thence easterly along said South line of West 279.17 feet of the North 300.00 feet of Lot 36, PINELLAS FARMS Subdivision to the East line of said West 279.17 feet of the North 300.00 feet of Lot 36, PINELLAS FARMS Subdivision; thence northerly along said East line of the West 279.17 feet of the North 300.00 feet of Lot 36, PINELLAS FARMS Subdivision to the North line of said Lot 36, PINELLAS FARMS Subdivision; thence easterly along said North line of Lot 36 and Lot 35, PINELLAS FARMS Subdivision, according to the plat thereof, as recorded in Plat Book 7, Page 4, public records of Hillsborough County, Florida, of which Pinellas County was formerly a part, in the Southeast $\frac{1}{4}$ of said Section 33 to the Northeast corner of said Lot 35, PINELLAS FARMS Subdivision; thence southerly along the East line of said Lot 35, PINELLAS FARMS Subdivision to the Northerly right-of-way line of Seaboard Coastline Railroad; thence southeasterly along said Northerly right-of-way line to the North right-of-way line of 58th Avenue North (Lealman Avenue North); thence easterly along said North right-of-way line of 58th Avenue North to the West line of the East 132.00 feet of the South 260.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 30 South, Range 16 East; thence northerly along said West line of the East 132.00 feet of the South 260.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 30 South, Range 16 East to the Northwest corner of said East 132.00 feet of the South 260.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33; thence easterly along the North line of the East 132.00 feet of the South 260.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 30 South, Range 16

East to the Northeast corner of said East 132.00 feet of the South 260.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33; thence southeasterly to the Northwest corner of Lot 1, Block 5, HIGHLAND GROVES Subdivision, according to the plat thereof, as recorded in Plat Book 14, Page 48; thence easterly along the Southerly right-of-way line of 59th Avenue North to the Northeast corner of Lot 7, Block 6, of said HIGHLAND GROVES Subdivision; thence southerly along the East line of said Lot 7, Block 6, of HIGHLAND GROVES Subdivision to the North line of the West 15.00 feet of the South 150.00 feet of Lot 1, Block 1, MID-COUNTY INDUSTRIAL PARK PARTIAL REPLAT & ADDITION Subdivision, according to the plat thereof, as recorded in Plat Book 81, Pages 50 and 51; thence easterly along said North line of the West 15.00 feet of the South 150.00 feet of Lot 1, Block 1, MID-COUNTY INDUSTRIAL PARK PARTIAL REPLAT & ADDITION Subdivision to the Northeast corner of said West 15.00 feet of the South 150.00 feet of Lot 1, Block 1, MID-COUNTY INDUSTRIAL PARK PARTIAL REPLAT & ADDITION Subdivision; thence southerly along the East line of said West 15.00 feet of the South 150.00 feet of Lot 1, Block 1, MID-COUNTY INDUSTRIAL PARK PARTIAL REPLAT & ADDITION Subdivision to said North right-of-way line of 58th Avenue North; thence easterly along said North right-of-way line of 58th Avenue North to the West right-of-way line of 43rd Street North; thence northerly along the East line of said Lot 1, Block 1, MID-COUNTY INDUSTRIAL PARK PARTIAL REPLAT & ADDITION Subdivision and the northerly prolongation of said East line to the East-West centerline of Section 34, Township 30 South, Range 16 East; thence easterly along the East-West centerline of said Section 34 to the West line of the West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence southerly along said West line of the West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34 to the South line of the North 947.51 feet of said West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence easterly along said South line of the North 947.51 feet of said West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34 to the East line of said West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34; thence northerly along said East line of the West $\frac{1}{2}$ of the East $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34 to aforesaid East-West centerline of Section 34; thence easterly along said East-West centerline of Section 34 to the West $\frac{1}{4}$ corner of Section 35, Township 30 South, Range 16 East; thence northerly along the West line of said Section 35 to an intersection with the westerly prolongation of the North line of Lot 11, Block G, LINCOLN PLACE Subdivision, according to the plat thereof, as recorded in Plat Book 15, Page 53; thence easterly along said westerly prolongation and said North line of Lot 11, Block G, LINCOLN PLACE Subdivision and North line of Lots 12 through 14, Block G, said LINCOLN PLACE Subdivision to the Northeast corner of said Lot 14, Block G, LINCOLN PLACE Subdivision; thence northerly along the East line of said Block G, LINCOLN PLACE Subdivision to the Northeast corner of Lot 19, said Block G, LINCOLN PLACE Subdivision; thence westerly along the North line of said Lot 19, Block G, LINCOLN PLACE Subdivision to the Northwest corner of said Lot 19, Block G, LINCOLN PLACE Subdivision; thence northerly along the West line of Lots 20 through 24, Block G, LINCOLN PLACE Subdivision to the Northwest corner of said Lot 24, Block G, LINCOLN PLACE Subdivision; thence northwesterly to the intersection of westerly prolongation of the South line of Lot 11, Block F, said LINCOLN PLACE Subdivision and the East right-of-way line of U.S. Highway 19 (34th Street North); thence northerly along said East right-of-way line of U.S. Highway 19 to an intersection with the westerly prolongation of the North line of Lot 9, said Block F, LINCOLN PLACE Subdivision; thence easterly along said westerly prolongation and said North line of Lot 9 to the Northeast corner of said Lot 9, Block F, LINCOLN PLACE Subdivision; thence southerly along the East line of Lots 9 through 11, Block F, LINCOLN PLACE Subdivision to the Southeast corner of said Lot 11, Block F, LINCOLN PLACE Subdivision; thence easterly along the North right-of-way line of 64th Avenue North to the Southwest corner of Lot 15, Block A, said LINCOLN PLACE Subdivision; thence northwesterly along the westerly line of said Block A, LINCOLN PLACE Subdivision to the Northwest corner of Lot 1, Block A, said LINCOLN PLACE Subdivision; thence northwesterly to an intersection of the Northerly right-of-way line of 66th Avenue North and the East line of the West 83 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 35, Township 30 South, Range 16 East; thence northerly along said East line of the West 83 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35 to the North line of the South 140.88 feet of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35; thence easterly along said North line of the South 140.88 feet of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35 to the westerly right-of-way line of Haines Road; thence northerly along said westerly right-of-way line of Haines Road to the North line of the South 303.26 feet of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35; thence westerly along said North line of the South 303.26 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35 to the West line of

the Northwest ¼ of said Section 35; thence northerly along said West line of the Northwest ¼ of Section 35 to the Northwest corner of said Section 35, the same being the aforesaid Southwest corner of Section 26, Township 30 South, Range 16 East and the POINT OF BEGINNING.

LESS

That portion lying South of the North 732.00 feet of the Southeast ¼ of Section 35, Township 30 South, Range 16 East lying east of Interstate Highway 275;

AND LESS

CRACKER BARREL Subdivision, according to the plat thereof, as recorded in Plat Book 123, Pages 78 and 79;

All of the above being located in Sections 2, 3, and 4, Township 31 South, Range 16 East AND 26, 33, 34, 35, and 36, Township 30 South, Range 16 East.

And recorded in the Public Records of Pinellas County, Florida, unless stated otherwise.

All other specifications, terms and conditions remain unchanged.

Please remember to acknowledge receipt of this Addendum in Section G, Page 25 under Addendum No. 2 and return with completed bid package.

Sincerely,



Joe Lauro, CPPO/PPB
Director of Purchasing