

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

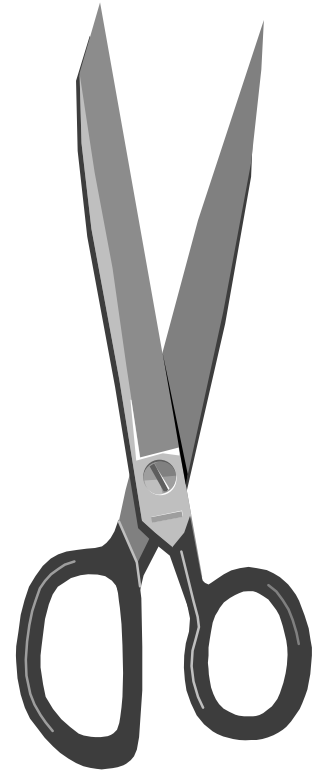
SEALED BID NO.: **056-0759-B (MW)**

BID TITLE: **Services – Household Chemical
Waste Collection**

DUE DATE/TIME: **October 3, 2006 @ 3:00 p.m.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**SUBMIT
BID TO:**

Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID TITLE: Services – Household Chemical Waste Collection

BID NO.: 056-0759-B (MW)

PRE-BID CONFERENCE & SITE VISIT: MANDATORY

**DATE/TIME/LOCATION: September 13, 2006 at 9 a.m. at Utilities Solid Waste Operations
Administration Building, 3095 – 114th Avenue North, Room # 107, St. Petersburg,
Florida**

www.pinellascounty.org



**BID SUBMITTAL IS DUE: October 3, 2006 @ 3:00 P.M. AND MAY NOT
BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME**

ISSUE DATE

**DEADLINE FOR WRITTEN QUESTIONS: September 21, 2006 by 3:00
P.M.**

August 25, 2006

CONTACT PERSON: MICHAEL WILSON

EMAIL ADDRESS: mwwilson@co.pinellas.fl.us

PHONE: 727-464-3311 FAX 727/464-3925

COMMISSIONERS

**KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART**

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.

Joseph Lauro
**JOSEPH LAURO,
CPPO/CPPB**
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 Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary 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 is 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 County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the 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 County 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 County 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 County 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 County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County 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 and their bids amounts 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 Pinellas County, 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 County 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:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
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 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 County 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 reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County 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 County'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 duplicate.

SECTION A - GENERAL CONDITIONS - CONTINUED

19. **COUNTY 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 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.
- b. The successful bidder(s) agrees to indemnify the County 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 County.

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 Pinellas County 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:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County 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 fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), 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 County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County 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.

SECTION A - GENERAL CONDITIONS - CONTINUED

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.

The County 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 County 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 Local Government Prompt Payment Act.

27. CANCELLATION:

- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) 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 Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County 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 County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County 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 Pinellas County.

- 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 County. 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 County.

- 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 County 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 County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County 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 County, 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 County 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 County 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:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
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 Board of County Commissioners 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 County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County 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 County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. 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.
 - (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

PROTEST PROCEDURE - 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.

(4) 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 Pinellas County 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 County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County 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: **Services – Household Chemical Waste Collection**
 Bid Number: **056-0759-B (MW)**

1. **INTENT:**

The intent of this Invitation to Bid is to establish a contract to dispose of waste using the most environmentally responsible method with a single Contractor for the provision of the following periodic services, scheduled dates of performance to be designated by the County.

- A. Household Electronic & Chemical Collection Center (HEC₃) - Scheduled Bi-weekly removal and proper disposal of household chemical waste previously collected by the County at Pinellas County's permanent Household Electronic & Chemical Collection Center (HEC₃), 2990 110th Avenue, N., St. Petersburg, FL 33716. A new center will be constructed during the term of this contract and will be located in close proximity to the old center.
- B. Mobile Collections - All services, supplies and personnel necessary for support of mobile household chemical collections sponsored by the County, which may be held in conjunction with municipalities or any other organization with which the County partners, in accordance with terms and conditions of this contract.
- C. Conditionally Exempt Small Quantity Generators (CESQGs). All services and manpower necessary for collection, removal, and proper disposal of chemical waste received at the Center and mobiles from Conditionally Exempt Small Quantity Generators (CESQGs) at a minimum of four (4) CESQG Collection days per each twelve (12) month period, payment for this service will be between CESQGs and Contractor.
- D. Direct collection, management, and disposal of CESQG wastes in accordance with the terms and conditions of this contract.
- E. Two (2) public information workshops for CESQGs, and training for designated County personnel.
- F. The Contractor shall also be available to mobilize and remove all waste as directed by the County within 48 hours of a Hurricane Watch or any other event deemed by the Department as an emergency.
- G. The Contractor shall also be available to mobilize and coordinate removal of all waste as directed by the County in the event of a natural disaster. It is the County's clear and expressly written intent that all waste recycled, treated or disposed of under this contract is handled and disposed of as though it were fully regulated materials. Any deviation from these requirements including non-conforming disposal without written authorization from the County shall be grounds for the following actions:
 - Immediate termination of the contract
 - Possible Debarment from the County's bidder list
 - Return of any Pinellas County generated waste still in the Contractor's possession, at the Contractor's expense.
 - Liquidated damages in the amount of three times the contract rate for each container or fraction thereof which was disposed of in a non-conforming manner.

2. **MANDATORY PRE-BID CONFERENCE AND SITE VISIT:** **September 13, 2006 9:00 A.M. at Utilities Solid Waste Operations Administration Building, 3095 – 114th Avenue North, Room 107, St. Petersburg, Florida.** 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.

SECTION B SPECIAL CONDITIONS CONTINUED

3. **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.

The County estimates Contractor will be required to manage and dispose of approximately 350,000 pounds of household chemical waste currently collected at our Mobile Collections and our HEC₃ annually. Historically the pounds collected have increased yearly by 30 percent. The current estimated quantities by waste category are as follows: aerosols, 22,000 pounds; corrosives, 33,520 pounds; flammable liquids, 66,000 pounds; flammable solids, 30,000 pounds; household batteries, 14,000 pounds; oxidizers, 11,000 pounds; paint related, oil based paints, 114,000 pounds; and poisons, 57,000 pounds. The County reserves the right to bulk any collected wastes or return items back to HEC₃.

4. **PERIOD OF CONTRACT:**

Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of forty-eight (48) months from the date of contract award and any extension thereof.

5. **OPTION OF RENEWAL:**

The contract may be renewed subject to written notice of agreement from the County and the successful bidder(s) for an additional twenty-four (24) month period beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or five percent (5%), whichever is less. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

6. **DETERMINATION OF AWARD:**

Award will be made to the best and lowest qualifying score meeting specifications and serving the interest of Pinellas County. Bids that offer the most recycling options with the lowest overall price shall be determined to be in the best interest of Pinellas County. Please refer to the bid tab sheet for instructions. **Landfilling is the least desirable method for disposal of waste.** The County reserves the right to reject any and all bids if determined to be in the best interests of Pinellas County.

7. **INVOICES:**

Invoices shall be submitted to the Utilities Department of Solid Waste Operations. Payment for waste collected from Conditionally Exempt Small Quantity Generators (CESQGs) under the terms and conditions of this Contract shall be by agreement between the two parties and without any cost to the County.

8. **BIDDER MINIMUM QUALIFICATIONS:**

A bidder desiring to bid on this Contract must be able to demonstrate compliance with the following minimum qualifications:

- A. Successful bidder must have the required Local, State and Federal hazardous waste transporter permits and licenses. They must be operating in compliance with all such permits and licenses and demonstrate that they are not working under a consent order. **Bidder should submit Permits & Licenses with bid.**

SECTION B SPECIAL CONDITIONS CONTINUED

BIDDER MINIMUM QUALIFICATIONS: (Continued)

- B. Bidder must show that he has been continuously engaged in the business of collecting, packing, removing, storing, transporting, and properly managing/disposing of hazardous waste for a period of no less than three (3) years in the last five (5) within the state of Florida immediately preceding bid submission. **Bidder should submit proof with bid.**
- C. Bidder should submit as a part of the bid at least four (4) references (Section D-Vendor References) and all other documentation necessary to verify compliance with the requirements referenced in paragraphs A and B of this section.
- D. Bidder should provide copies of all Notice of Violation (NOV's), consent orders or other compliance actions issued by any Local, State, Regional or Federal agency for violation of regulations governing solid and hazardous waste management including transportation violations within the past three (3) years for all primary final disposal facilities **with bid.**
- E. Bidder must own a Resource Conservation and Recovery Act (RCRA) permitted hazardous waste storage and transfer facility in the State of Florida and provide an affidavit as proof of same **with bid.** Such facility shall also be permitted for hazardous waste treatment if the bidder proposed to perform any onsite treatment of collected hazardous waste prior to recycling or disposal.

9. **BID DEPOSIT WITH PERFORMANCE BOND:**

A **bid deposit** in the amount of \$5,000.00 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 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 Board of County Commissioners.

The successful bidder must supply a **Performance Bond** in the amount of \$100,000.00 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 execute the written contract and furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by the County. The bond must be delivered to the County within fourteen (14) calendar days after notice of award. If this contract is extended, a Performance Bond for \$100,000.00 shall be provided for each extension.

10. **LICENSES AND PERMITS:**

Successful bidder must have and maintain at his cost, all necessary local, state, and federal permits and licenses required to collect and transport hazardous waste. The successful bidder shall have and maintain all necessary permits and licenses required to operate a hazardous waste transfer, storage and treatment facility in the State of Florida. Copies of all permits and licenses shall be submitted to the County as part of this bid submission.

11. **PERSON TO ADMINISTER CONTRACT:**

The successful bidder shall, within ten (10) days of execution of the agreement, designate in writing to the Utilities Director of Solid Waste Operations or designee, the manager responsible for scheduling and supervising Contractor operations; and shall provide telephone number(s) where the manager may be reached twenty-four hours per day.

12. **INDEPENDENCE OF CONTRACTOR:**

It is understood and agreed that Contractor is not an agent, employee, or representative of Pinellas County, or of the Department of Solid Waste Operations. Contractor is and shall remain an independent Contractor with respect to all services performed under this Contract. No partnership relationship between the County or the Department of Solid Waste Operations and the Contractor is created or intended by this agreement. None of the directors, officers, principals or partners of the Contractor shall be deemed to be employees or agents of the County or of the Department of Solid Waste Operations for any purpose whatsoever.

SECTION B - SPECIAL CONDITIONS - CONTINUED

13. **CHANGE IN STATUS:**
Any change in status of Contractor's permits, licenses, officers, owners, and/or supervisory personnel, such as mailing address, street address, phone numbers, etc., shall be reported within twenty-four (24) hours by Certified Mail to the Pinellas County Utilities Director of Solid Waste Operations.
14. **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 County shall constitute breach of contract.
15. **CONTRACT ASSIGNMENT:**
It is the intent of the County that the Contractor shall perform all of the work under this contract. No assignment or subcontracting shall be allowed without prior written permission of the County.
16. **SUBCONTRACTING:**
If the bidder does intend to subcontract a portion of this work, the bidder must disclose that intent in the bid. The Board's award of the contract without reservation and with that disclosure present shall be considered approval as required within.

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 County 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 County, 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 County 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, Environmental Impairment Liability Insurance 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.
- 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 County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, 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.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County 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.
 - (4) Pinellas County, Board of County Commissioners 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.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**Minimum Insurance Requirements (Continued)**

- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- 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 County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County 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

Bid Title: **Services – Household Chemical Waste Collection**
Bid Number: **056-0759-B (MW)**

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: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR: **(PLEASE COMPLETELY FILL IN ALL FOUR REFERENCES INFORMATION)**

1. COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT: _____

EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT: _____

EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT: _____

EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

CONTACT: _____

EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: **Services – Household Chemical Waste Collection**
 Bid Number: **056-0759-B (MW)**

1. SCHEDULED HOUSEHOLD CHEMICAL COLLECTION SERVICES:

- A. The Pinellas County Utilities Department of Solid Waste Operations (Department) operates and maintains a permanent Household Chemical Collection Center (HEC₃) located at 2990 - 110th Avenue North in St. Petersburg. The Department staff will segregate, sort and store materials received according to labeled hazard classifications. Any unidentifiable chemicals will be stored separately pending identification by the contractor (see item 1 D).
- B. Contractor shall, remove bi-monthly or within two (2) working days after receipt of notification from the County, arrive at the HEC₃ to remove any and all waste as directed by the County. Contractor personnel servicing the HEC₃ must be trained and capable of handling collected household chemical waste, and sufficient in number to ensure that the collection is accomplished within the Department's normal operation hours as referenced in Section E, Paragraph 8.

Contractor shall provide any and all supervision, personnel, materials, equipment, and supplies necessary to accept, classify, weigh, package, manifest, remove, and properly dispose of household chemical wastes collected previously by the County, and shall make every effort to minimize use of supplies in performance of the work.

The Department's Designated Representative shall be on hand to supervise the Contractor's work, and shall sign the manifests as generator of all household chemical wastes collected prior to their removal.

- C. Contractor shall provide supervision, materials, equipment, supplies and sufficient trained personnel capable of accepting, classifying, weighing, packaging, manifesting, removing and properly disposing of household chemical wastes collected within a minimum six (6) hour period at mobile household chemical collections sponsored by the County, which may be held with municipalities or other organizations the County partners with, in accordance with terms and conditions of this contract. These collections are generally held between the hours of 9:00a.m to 2:00 pm, but may be extended as necessary. Staffing, material, equipment and supplies shall be adequate for a 1,500-customer collection, and shall include shelter, a roll-off for oil paint, managing latex paint, drums, and other packing material, drinking water for contractor and County staff, spill cleanup materials and other required safety equipment, and a scale meeting the specifications in Section E.11.A. CESQG wastes shall be received and processed during mobile chemical collection events as described in Section E.4. County or partner organization shall be responsible for traffic control, customer relations. Contractor shall be responsible for unloading vehicles, sorting, segregating, classifying, packaging, bulking, weighing and manifesting received materials. There will be a minimum of fifteen (15) qualified environmental workers which would consist of four (4) chemists, and four (4) 40 hour Hazardous Waste Operator (Hazwoper) certified staff, and four (4) first responders and the others must have a minimum of 8 hour Hazardous Waste Awareness training. These personnel will be required to unload approximately 250 cars per hour from 9:00am to 2:00pm or other hours as required.
- D. Contractor shall determine the physical characteristics of unknown (unlabeled) chemical waste in order to properly manifest the material. Hazard identification will be performed on items prior to weighing and removal. The analysis shall determine at a minimum the following physical characteristics of the unknown:
1. Ignitability
 2. Corrosivity
 3. Reactivity
 4. Toxicity

SECTION E – SPECIFICATIONS CONTINUED**2. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) SERVICE:**

- A. The Contractor shall be required to hold up to minimum of four (4) Conditionally Exempt Small Quantity Generators (CESQG) collection events per each twelve (12) month contract period at the County's HEC₃. The events shall be open to CESQGs located in Pinellas County for disposal of waste generated in Pinellas County. For the purpose of this Contract, CESQG shall be defined as specified by 40 CFR Part 261, or as defined by the Department. The County will coordinate scheduling of CESQG collection days with the Contractor. The County will provide a minimum of thirty (30) days advance notice to the Contractor for each scheduled CESQG collection event.

On each scheduled CESQG collection day, the County shall allow Contractor's personnel use of its utilities and sanitation facilities. The County shall provide traffic control, security, and an on-site project manager. The County shall not be responsible for the collection of fees or any other costs incurred by the Contractor in the performance of these services. The Contractor shall provide a minimum of two (2) Chemist and two (2) Forty Hour Hazwoper trained personnel for these events.

- B. Contractor shall, within fifteen (15) days after execution of the Contract, submit to the County a site utilization plan for CESQG events.
- C. Upon receipt of thirty (30) days advance notice from the County, Contractor shall provide, at the County HEC₃ on the scheduled CESQG days, qualified personnel as specified in Paragraph A of this section, all materials, equipment, and supplies necessary to screen, collect, classify, accept, weigh, package, manifest, transport, and properly dispose of all chemical wastes accepted by the Contractor from CESQGs. Contractor will be permitted to bulk CESQG waste at the HEC₃ provided this activity does not conflict with any terms and conditions of the Contract. Manifests for chemical wastes collected during CESQG events shall identify the Contractor as the generator of the waste. The Contractor shall provide such personnel, equipment, and supplies as necessary to remove all waste accepted by the Contractor at the County's HEC₃ by 5:00 p.m. on the day of collection.

3. DIRECT OFF-SITE CESQG SERVICE:

The Contractor shall accept CESQG waste generated within Pinellas County directly from CESQGs at such times when there are no scheduled County CESQG collection days. County's contract rates will apply to any Pinellas County CESQG wastes accepted by the Contractor on scheduled County days at the HEC₃ on site at the CESQG's place of business, or directly at Contractor's place of business. Contractor may establish a set fee for collection of chemical waste from the CESQG place of business to cover transportation costs. This provision does not prevent or limit any CESQG from negotiating any other rates or fee schedule with the Contractor.

Cost for disposing of CESQG wastes accepted by the Contractor shall be the responsibility of the generator and payable to the Contractor under terms and conditions established by Contractor.

4. CESQG SERVICE DURING MOBILE COLLECTIONS:

The Contractor shall be required to accept waste from CESQGs during mobile chemical collection events. CESQGs desiring to bring material to a mobile collection event are requested to give notice to the Contractor as to the type and volume of material to be disposed. Mobile Collection staff (Section E.1.C.) shall be adjusted as necessary based on the number of expected CESQG participants. CESQG wastes shall be weighed and charged separately from household wastes. Manifests for chemical wastes collected during mobile collections shall identify the Contractor as the generator of the waste. The County's contract rates will apply to CESQG wastes accepted by the Contractor during these collections, and shall be paid directly to the Contractor by the CESQG.

SECTION E – SPECIFICATIONS CONTINUED**5. PUBLIC INFORMATION PROGRAMS:**

The Contractor shall assist the County in organizing up to two (2) public information workshops annually. The Contractor shall provide qualified instructors acceptable to the County. The County shall reserve the right to schedule the workshops upon sixty (60) days notice to the Contractor. Each workshop shall be for up to 200 participants. Contractor shall provide a minimum of three (3) hours of instruction, excluding breaks. Thirty (30) days prior to each workshop, the Contractor shall submit a syllabus and related instruction material for County approval and reproduction. Contractor shall provide, at no additional cost to the County, all necessary reference materials for two hundred (200) participants. The County will provide the meeting place and required audio/video equipment. Instructors shall present specific information pertaining to CESQGs, including how to determine generator status and CESQG collection information. The class will be free of charge to participants. The Contractor shall be responsible for advertising and promoting workshops. All advertising shall be approved by the County.

6. IN-SERVICE TRAINING PROGRAMS:

Contractor shall provide all personnel, equipment, supplies, and material necessary to conduct two (2) training classes for County personnel per each twelve (12) month contract period. Each class shall be for a period of not less than four (4) hours and for a maximum of twenty (20) designated County personnel per class. The instruction shall at a minimum address safe and proper screening, collecting, handling, and storing of household chemical wastes, and shall include information concerning chemical compatibility, and education on safely managing unknowns and chemical spills. The first training class will be held on site at the HEC₃ within thirty (30) days after execution of Contract agreement. The County reserves the right to schedule up to two (2) classes during each twelve (12) month Contract period. Instructors may be qualified Contractor personnel or qualified contract instructors. Instructors and class curriculum must be acceptable to the County. Failure of Contractor to provide County with acceptable instructors and an approved curriculum shall be grounds for Contract termination.

In addition to above referenced classes, Contractor shall, upon written request by the County, provide within sixty (60) days of said request, 8-hour OSHA refresher training for up to ten (10) designated County personnel. Personnel shall receive the required certification for the class.

7. SMALL QUANTITY GENERATOR (SQG) SERVICE:

Contractor shall work with the County in an effort to establish collection route services for Small Quantity Generators (SQGs) as defined in 40 CFR Part 262. Contractor shall extend County contract rates to Pinellas County SQGs for the proper management of their hazardous wastes. Contractor shall be solely responsible for collecting fees and costs associated with this activity directly from SQGs. This section applies only to waste generated in Pinellas County. This provision does not prevent or limit and SQG from negotiating any other rates or fee schedule with the Contractor.

Contractor will work with the County to provide a list of Pinellas County SQGs and CESQGs.

8. HOURS OF OPERATION AND SERVICE:

The County shall be responsible for the opening and closing of the HEC₃ before, during, and after all scheduled collection and servicing by the Contractor. Contractor shall only occupy and conduct CESQG collections and servicing at the HEC₃ on the days scheduled by County, and only between the hours of 8:00 a.m. and 5:00 p.m. unless otherwise authorized in writing by the Director of the Utilities Department of Solid Waste Operations or his designated representative.

The Contractor shall remove all weighed, packed, and manifested waste each day. No containers of waste packaged by the Contractor are to remain at the Center overnight without the consent of the Department. All waste removed must be documented and authorized by the Department's designated representative.

SECTION E – SPECIFICATIONS CONTINUED**9. ADDITIONAL ON-SITE CONTRACTOR RESPONSIBILITIES:**

- A. Contractor must handle all waste in a professional and competent manner. All personnel at the Center must be in uniform, and all equipment must be clean and properly maintained.
- B. Contractor must take all appropriate measures necessary to prevent property damage, insure human health, safety, and welfare, and protect the environment.
- C. Whenever needed, or when departing the site, Contractor must render the area environmentally safe, taking care of any spills that may have occurred during performance of work. Contractor must leave the Household Chemical Collection Center site in its original state after each service event.
- D. In the event of an emergency requiring assistance by the County Hazardous Materials Team, all on-site activities will be directed by the HAZMAT Team Leader.

10. SAFETY/CONTINGENCY PLAN:

Within fifteen (15) days after bid award, Contractor shall submit to the County a comprehensive Safety and Contingency Plan for containing/controlling spills. This plan must address operations at Pinellas County HEC₃ as well as mobile collections. Contractor will not be allowed to work on site prior to submission of Contingency Plan.

11. WEIGHING, PACKAGING, TRANSPORTING, RECYCLING/DISPOSING:

- A. The Contractor must supply a Florida State Department of Agriculture Certified Scale(s) at HEC₃ and will remain at the facility at all times. The contractor will also provide a Florida State Department of Agriculture Certified Scale(s) at all the mobile collections. The certified scale(s) must be capable of accurately weighing from one (1) pound to nine hundred ninety nine (999) pounds. The contractor is responsible for maintenance, servicing, and certification of scales.
- B. Contractor shall weigh and record the weight of all collected waste. Each size and type of drum or other packaging container shall be tared and the tare weight subtracted from the weight of the full, sealed container. For drums requiring absorbent materials, the weight of the absorbent materials will also be subtracted from the total weight.
- C. Contractor is solely responsible for complying with all local, state, and federal regulations regarding packaging, labeling, segregating, manifesting, transporting, and recycling/disposing of hazardous waste, including any and all requirements mandated by federally permitted hazardous waste disposal sites.
- D. Prior to removal of any waste from HEC₃, Contractor must submit in writing for approval from the Department's designated representative the disposal sites he intends to use. All waste materials shall be recycled/disposed of in accordance with the terms and conditions of this Contract. Under terms and conditions of this Contract, recycling shall be defined as: reuse and/or reclamation of materials for use as raw products, including fuel-blending and/or treatment recovery.
- E. All waste materials accepted by Contractor will be recycled/disposed of at a RCRA Permitted Facility. The County reserves the right to retain custody and ownership of any materials collected at the HEC₃ for its own use or for re-direction to an alternative disposal method.

SECTION E – SPECIFICATIONS CONTINUED**12. RECORDS/REPORTS:****A. MANIFESTS**

1. All waste collected and removed from the HEC₃ and mobile household chemical collections shall be manifested as hazardous waste. The manifested description and hazard classification may not be changed without prior written approval by the County. The Contractor shall complete and maintain manifests for all waste collected and removed from the HEC₃ and mobile collections. All manifests shall include storage and recycling/disposal sites by category of waste removed.
 - a. The County's designated representative shall sign the manifests as generator of all household chemical wastes collected by the Contractor during scheduled HEC₃ services. A designated representative of each municipality hosting a mobile household chemical collection event shall sign the manifests as generator of all household chemical waste collected during above referenced event(s).
 - b. The Contractor will manifest all chemical waste collected from CESQGs as hazardous waste, with the Contractor identified as generator by the Contractor, whether during scheduled CESQG collection days at the County's HEC₃ or at any time that a CESQG utilizes any of the terms and conditions of this Contract, and will supply CESQGs with receipts for all waste accepted.
2. The Contractor shall provide container content sheets describing contents of each drum together with container cross-reference sheets indicating manifest numbers and waste profiles, enabling the Department to identify the waste by manifest numbers.
3. The Contractor shall provide copies of all hazardous waste manifests, container contents sheets, and container cross-reference sheets prepared and signed during each scheduled HEC₃ service event and all mobile collections to the Department prior to removal of the waste from the sites.

B. CERTIFICATES OF DISPOSAL

1. The Contractor must certify that all waste removed from the Collection Center during scheduled HEC₃ services is properly recycled/disposed of in accordance with all applicable local, state, and federal regulations. Certificates of disposal must be issued by the Contractor and must identify the waste recycled/disposed of as waste collected from the HEC₃ by original manifest drum numbers; the recycling/disposal facility; and the recycling/disposal method. The manifested description and hazard classification may not be changed without prior written approval by the County. Disposal certificates must be received by the Department within thirty (30) days of each scheduled HEC₃ and mobile collection service, or a report of location of above referenced removed waste must be provided the County at the end of the thirty (30) day period. County's receipt of Disposal Certificates must not exceed ninety (90) days without prior written approval. The Certificate of Disposal shall contain the following information: Date of event, location of event, Inbound Manifest number, document number, Inbound container number, Inbound manifest page/line, Inbound weight, Inbound manifest Department of Transportation (DOT) description, Outbound facility, treatment description, outbound manifest number, out bound ship date, outbound manifest page/line.

SECTION E – SPECIFICATIONS CONTINUED**C. REPORTS**

1. The Contractor shall provide County with a service report in the form of a completed chemical disposal log for each HEC₃ and mobile collection servicing. These reports shall be provided by Contractor and verified by the Department's designated representative prior to waste removal, and shall include at a minimum:
 - collection date
 - collection location
 - category and quantity in pounds, exclusive of drum weight, of waste collected
 - number and type of drums utilized
2. Contractor shall provide semi-annual CESQG reports on waste that was accepted under terms and conditions of this Contract. These reports shall include at a minimum:
 - collection date
 - collection location
 - name and address of each participating CESQG
 - category and quantity in net pounds, exclusive of drum weight, of waste collected

D. DOCUMENT OWNERSHIP

The Department shall review and approve all documents submitted by Contractor. All documents produced by Contractor under terms and conditions of this Contract shall become the property of the County without restrictions or limitations upon their use.

13. QUALITY CONTROL

A. County shall have the right to inspect:

1. Any part of Contractor's work during performance, including but not limited to weighing, packaging, labeling, and manifesting of all collected waste.
2. All drums prior to removal from HEC₃, County property, or mobile collection locations.

B. County reserves the right to require Contractor to re-weigh each individual item.

14. PAYMENT FOR SERVICES

A. Contractor shall submit an itemized invoice which shall provide the following information by service event:

1. Date(s) and location of service
2. Quantities, in pounds, by category, of waste collected per each service event
3. Cost per pound of waste collected by category
4. Number and unit price of drums used for disposal and the container size

B. Pinellas County Utilities Department of Solid Waste Operations shall review and approve for payment by the County all invoices provided by Contractor under terms and conditions of this Contract. Invoices shall be verified through manifests and disposal logs, and approved by Department's designated representative and shall be submitted in such a way as will permit their inspection under FL Stat. Ch. 119. All requests for payment shall be in accordance with Section B, Paragraph 7.

15. WITHHOLDING OF PAYMENT

Payment for the last scheduled HEC₃ service event held prior to expiration of the Contract shall be considered as the final payment. Final payment may be withheld by the County until receipt of any and all outstanding Certificates of Disposal or other pending records or reports for materials collected under terms of this Contract.

SECTION E – SPECIFICATIONS CONTINUED

16. PRICES

- A. Unit price(s) bid for General and Special wastes shall be in cost per pound per waste category, with the exception of Fluorescent Lamps which will be the cost per foot. Each **unit price shall include at a minimum all costs** for supervision, labor, materials, supplies, and equipment necessary to collect, characterize, screen, weigh, package, record, transport, and recycle/dispose of each category of materials referenced in Section F and accepted by the Contractor under this Contract. For purposes of Bid Classification and evaluation, recycling shall be defined as: reuse and/or reclamation of materials for use as raw products including fuel-blending. Contractor should consider such factors as low BTU values, excess solids, and high PCB's in their bid prices.
1. The unit price shall exclude the cost of drums. Drum costs shall be bid as specified in Section F.2.
 2. The following items shall not be the responsibility of the Contractor to manage or dispose of, and shall not be considered by the Bidder in the unit pricing of the General or Special Waste Categories:
 - a. Gas cylinders of any type
 - b. Automotive/lead acid batteries
 - c. Biological/infectious waste
 - d. Industrial Dioxins
 - e. Explosives/ammunition
 - f. Radioactive waste
 - g. Trash
 3. All unit prices shall be based on lab packing, not bulking, except where specifically noted on the bid sheet.
- B. **Each bidder should fully complete Section F or bid may be deemed non-responsive.**
- C. All bidders must indicate a SINGLE recycling/disposal method for each waste category in the Bid Tabulation Sheet, Section F. 1, 3, 4 and *indicate final disposal facilities if applicable*. No more than one recycling/disposal option per category will be accepted. Bids with more than one, or without any, recycling/disposal option indicated for general waste category may be rejected.
- D. Bids will be ranked in accordance with the results of the Bid Tabulation Sheet (Section F.1,2,3,4). The County shall determine the best bid based on the ranking established in Section F, references, methods of management, and intended disposal facilities.
- E. Bids for the Special Waste Category (F.1) and Drum Category (F.2) must include all supplies, bulk drums and mobile costs. Bids that do not contain unit prices for Special Waste and Drums will be considered incomplete and shall be rejected.
- F. **The following must be provided by each Applicant with the Bid:**
1. All applicable licenses and permits as specified in Section B.8(A) and B.10.
 2. Documentation of prior experience as specified in Section B.8(B).
 3. References as specified in Section B.8(C).
 4. Documentation of compliance actions as specified in Section B.8(D)
 5. The Bid Deposit as specified in Section B.9
 6. Completed Bid Proposal, Section F.1 – F.4

SECTION F - BID SUMMARY

Bid Title: **Services – Household Chemical Waste Collection**
 Bid Number: 056-0759-B (MW)

1. SPECIAL WASTES

The Contractor shall be responsible for removing, managing, and recycling/disposing of the following categories of special wastes in accordance with the terms and conditions of this contract. Special waste categories shall be bid on a unit price per pound, including the multiplier points for recycling/disposal. Contractor must provide a list of disposal sites for each special waste category to the County for written approval prior to acceptance/removal of same. Alternate disposal site(s) must be provided upon disapproval by County of intended site(s) at no additional unit cost per pound. **All mercury waste must be retorted and kept in the United States.**

ITEM	Unit Price Per Pound	Multiplier Points (one entry per item)		
		A *R (1.0)	B *I (2.0)	C *L (3.5)
A.	Chlorinated/halogenated wastes	\$		
B.	Cyanide/Sulfides	\$		
C.	Fluorescent lamps (price per foot)	\$		
D.	Fuels	\$		
E.	Mercury containing devices	\$		
F.	Mercury for recycling	\$		
G.	Mercury poisons	\$		
H.	PCBs	\$		
I.	Reactives	\$		
J.	Latex Paint	\$		
	Subtotals	\$		
Total Unit Prices:		\$ _____	Total Points A + B + C: _____	

* (R) Recycled *(I) Incinerated or Treated *(L) Landfill

Multiplier Points are utilized to encourage recycling for General and Special Wastes. The disposal of this waste should follow Subtitle C of the Resource Conservation and Recovery Act (RCRA) that deals with the management of hazardous waste. This would include accumulation, transportation, storage, recycling, treatment, and disposal of hazardous waste.

2. DRUM CATEGORY: Drums shall be bid as cost per unit.

DRUMS	COST PER UNIT
Drums shall be bid as cost per unit:	
A.	85 gallon salvage drum \$
B.	55 gallon steel drum \$
C.	55 gallon poly drum \$
D.	30 gallon steel drum \$
E.	30 gallon fiber drum \$
F.	20 gallon fiber drum \$
G.	5 gallon pail \$
Total Cost All Drums \$ _____	

SECTION F - BID SUMMARY CONTINUED

3. GENERAL WASTES

Category	Unit Price Per Pound	X	Estimated Yearly Pounds	=	Cost	Multiplier Points		
						A R	B I	C L
						(1.0)	(2.0)	(3.5)
						(one entry per line)		
A.	Aerosols	\$	X	22,000	=	\$		
B.	Corrosives**	\$	X	33,520	=	\$	2
C.	Flammable Liquids***	\$	X	66,000	=	\$		
D.	Flammable Solids	\$	X	30,000	=	\$		
E.	Household Batteries	\$	X	14,000	=	\$		
F.	Oxidizers	\$	X	11,000	=	\$		
G.	Oil Paint	\$	X	114,000	=	\$		
H.	Poisons	\$	X	57,000	=	\$		
						Subtotals	_____	_____
Price Per Pound Total		\$ _____				Total Points A + B + C: _____		
** The Management Method Multiplier for B. Corrosives above must be I (Incineration or treatment) and not R (Recycling) or L (Landfill)								
*** (Pounds included from bulk collection of gasoline, anti-freeze and waste oil drums)								

4. MOBILE COLLECTION SETUP FEE (i.e. Staffing & Equipment)

A.	Mobile Collection Setup Fee (i.e. Mobilization, Staffing and Equipment, Scale, etc)	\$	X		A	B	C
					20 Events	=	\$ _____
Materials may be bulked at mobiles only – no bulking at the HEC ₃ facility – bulk price per 55 gallon drum:							
					R	I	L
					(1.0)	(2.0)	(3.5)
					(one entry per line)		
B.	Oil	\$					
C.	Antifreeze	\$					
D.	Gasoline	\$					
Total A - D		\$ _____			Total Points A + B + C: _____		
R – Recycling I – Incineration or Treatment L - Landfill							

SECTION F - BID SUMMARY CONTINUED

Bid Summary Totals

- 1. **Special Wastes:** Total \$ _____ Total Points: _____
- 2. **Drum Category:** Total \$ _____ Total Points: N/A For Drums
- 3. **General Wastes:** Total \$ _____ Total Points: _____
- 4. **Mobile Collections** Total \$ _____ Total Points _____
- Dollar Total 1 – 4 Total \$ _____
- Points Total 1 - 4 X _____
- Equals Total Score _____

Multiply Dollar Total (1 – 4) by Points Total (1 – 4) to get Total Score. Bid award will be made to the qualifying lowest total score.

5. INTENDED DISPOSAL COMPANIES/DISPOSAL METHODS, PER WASTE CATEGORY

(NOTE: Selected management method should represent the method of treatment/disposal of the majority of material per category).

A. Aerosols

(1) Pesticides

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

(2) Flammables

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

***The final disposal facility section is to verify where the byproducts from treatment go.**

SECTION F - BID SUMMARY CONTINUED

INTENDED DISPOSAL COMPANIES (continued)B. *Corrosives*

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

C. *Flammable Liquids*

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

D. *Flammable Solids*

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

E. *Household Batteries*

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

***The final disposal facility section is to verify where the byproducts from treatment go.**

SECTION F - BID SUMMARY CONTINUED

INTENDED DISPOSAL COMPANIES (continued)

F. Oxidizers

(1) Treated	
Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

(1) Incinerated	
Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

G. Oil Paints

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

H. Poisons

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

***The final disposal facility section is to verify where the byproducts from treatment go.**

SECTION F - BID SUMMARY CONTINUED

INTENDED DISPOSAL COMPANIES (continued)

I. Chlorinated/halogenated wastes

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

J. Cyanides/Sulfides

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

K. Fuels

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

***The final disposal facility section is to verify where the byproducts from treatment go.**

L. Mercury containing devices

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

****Final Disposal Facility (Retorting of mercury will incur in United States and kept here)**

SECTION F - BID SUMMARY CONTINUED

INTENDED DISPOSAL COMPANIES (continued)

M. Mercury for Recycling

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

N. Mercury poisons

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

O. PCBs

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

P. Reactives

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

Q. Fluorescent Bulbs

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
**Final Disposal Facility	

SECTION F - BID SUMMARY CONTINUED

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, 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

PRINT NAME AND TITLE

TELEPHONE FAX

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: _____

E-MAIL ADDRESS: _____
(ACCOUNT REPRESENTATIVE)

COMPANY EMAIL ADDRESS: _____
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
TAXPAYER ID & CERTIFICATION W9	

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
---	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																				
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

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. **056-0759-B (MW)** for **Services – Household Chemical Waste Collection**

- _____ 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: _____

**PINELLAS COUNTY PURCHASING
MANDATORY PRE-BID & SITE VISIT SIGN IN SHEET**

CONTRACT #056-0759-B (MW)	CONTRACT TITLE: Services Household Chemical Waste Collection	LOCATION(S) OF MEETING: Utilities Solid Waste Operations Administration Building , 3095 - 114 th Ave. N., Room #107 St. Petersburg, Florida
DATE & TIME: September 13, 2006 @ 9 A.M.,	PURCHASING STAFF: Mike Wilson 727-464-3154	

All information must be filled in or you may be disqualified from bidding. If an addendum is issued, it will be mailed or faxed to all attendees to the address/fax # you have entered below. Addendums can also be found on our website at www.pinellascounty.org/purchase under Current Bids.

***** PLEASE PRINT *****

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX#
1.	Mike Wilson	Pinellas County Purchasing	727-464-3154	727-464-3925
2.	Joe Fernandez	PCU Solid Waste	464-7549	727 464 7713
3.	Curt DeBruin (EQ)	7207 E. 8 th Ave. Tampa, FL 33619	813-623-5302 813-495-1060	813-628-0842
4.	Tom York Crest Building, Inc	5218 ST Paul ST Tampa, FL 33605	813-626-6533 813-267-4544	813-626-9012
5.	Blaine Smith Perma-Fix	10100 Rocket Blvd. ORLANDO, FL 32824	813-220-5321	813-620-3283
6.	James Hubbard	PCU Contractors	727 464-4608	727 464-5371
7.	TIM LESTER CLEAN HARBORS	170 BARTOW MUNICIPAL AIRPORT BARTOW FL 33830	803.533.6111 803.370.9585	803.519.6308
8.	AL HARRELL CLEAN HARBORS Rebi Oswald, Pinellas County	170 BARTOW MUNICIPAL AROT BARTOW, FL 33830 Pinellas County SCU	803/519-4310 803/243-2820 727-464-7500	803/519-6363 727-464-7713

**BOARD OF COUNTY
COMMISSIONERS**

KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART



Joseph Lauro, CPPO/CPPB
Director

September 26, 2006

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Services - Household Chemical Waste Collection

BID NUMBER: 056-0759-B (MW)

BID SUBMITTAL IS DUE: October 3, 2006 @ 3:00 PM

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

CHANGES/ADDITIONS

1) Page 22 of 32 Section F – **Replace current page 22** with the attached replacement page. "Fuels" were removed under paragraph 1 (one). The rest of page 22 remains unchanged. **The new page 22 should be used in the bid package.**

QUESTIONS AND RESPONSES

1) How do you interpret final disposal for the purpose of completing bid form item 5? When an incinerator or kin has an ash byproduct, but not necessarily associated with the county's waste should the contractor identify the ash facility? Will you need corresponding permits? Will the contractor be required to identify the leachate treater for the ash facility? If the leachate treater generates a process sludge, will you require identification of the landfill receiving the sludge?

County Response:

The interpretation of final disposal for bid form Section F, item five is the location "where the byproducts from treatment go". If there is ash from incineration, the location where the ash is disposed would be the Final Disposal Facility. You do not need to provide data on leachate treatment and disposal for the ash disposal site. However, if there are several stages of treatment, each stage must be identified, through final disposal.

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



QUESTIONS AND RESPONSES - Continued

1) County Response (Continued)

For instance, if a material is neutralized at one facility, and then transferred to another facility for incineration or stabilization, the Final Disposal Facility would be the ash landfill or disposal site for the stabilized material. All treatment facilities must be identified, as well as the Final Disposal Facility. For purpose of treatment and disposal, this waste should be managed as a non-exempt hazardous waste and handled in accordance with Subtitle C of the Resource Conservation and Recovery Act (RCRA). For the Final Disposal Facility for byproducts from the treatment, only the name and location of the facility needs to be listed. You do not have to provide corresponding permits for the final disposal facilities.

- 2) Since the County's post submittal interpretations may arbitrarily eliminate vendors will there be clarifications or some form of technical discussion after submittal?

County Response:

The County does not arbitrarily eliminate vendors. When a bid is eliminated there are specific reasons for a bid being deemed non-responsive. The County reserves the right to award this contract in the best interest of the County.

- 3) How does the county interpret recycling when a fraction of the material may be landfilled depending on the quality of the waste?

County Response:

The intention of this specification pertains to the majority of a categorized waste being recycled; we are aware that a fraction of the waste may not be recyclable. It is the selected contractor's responsibility to make reasonable attempts to minimize contamination that could impact the quality of the material such that is could not be recycled.

- 4) How is fuel in "special waste" different than the flammable in "General Waste"?

County Response:

Fuel under special waste refers to chlorinated or halogenated fuels that cannot be handled with other flammable liquids under the general waste category. As this was covered under Item A in the Special Waste category, Fuel (Item D) has been removed from the table. Compounds containing pesticides or herbicides must be categorized and treated as poisons in the General Waste category. An updated Page 22 has been attached.

- 5) Is the extended mobilization set up fee in table 4 column C supposed to be included in the sum of landfill multipliers?

County Response:

No. The Mobile Collection Setup Fee Total is the product of the Mobile Collection Setup Fee (per event) times the number of events (20). This product is added to the price per drum for bulk Oil (B), Antifreeze (C) and Gasoline (D) to establish the Mobile Collections Total on the Bid Summary Totals table on page 24.

- 6) Is the permit and license submission for the purpose of demonstrating authority to handle hazardous material? Do you want unrelated licenses? If so which ones? B-8.A

County Response:

Yes. If you would like to send unrelated licenses you may, but it is not a requirement.

QUESTIONS AND RESPONSES - Continued

- 7) Please demonstrate acceptable technology (R/I/L) interpretations by providing current CDs.

County Response:

Certificates of Disposal (CDs) for material collected under the existing contract will provide current disposal information, but should not be considered to limit disposal options. Copies of a selection of CDs for the identified material types are attached to this response.

- 8) What is the considered the Primary final disposal facility?

County Response:

Please see the response for Question 1 (above).

- 9) What is the current level of recycling, treatment and landfilling achieved by the county?

County Response:

The County does not specifically track actual pounds of material handled by each of the referenced methods above. The current level of recycling, treatment and landfilling achieved by the county's contractor is not relevant for this bid, as this may be different for each contractor.

- 10) Will the County make multiple awards (A-34)?

County Response:

We presently have contracts for some of the supplies and wastes collected at the Household Electronics and Chemical Collection Center, such as fluorescent bulbs, gasoline, five gallon buckets and cubic yard containers. The County reserves the right to retain custody as stated in Section E. 11. E. In addition the County follows Section A – General Conditions Items 8 and 34 in regards to multiple awards.

- 11) When container supply is need at the HEC₃ – what volume of drums can be expected per order? What storage capacity does the HEC₃ have for empty drums?

County Response:

At the present time we have limited space for storage. The contractor currently leaves replacement drums for drums that were removed during the cleanout; typically 10 – 12 drums in the current facility.


- 12) Based on addendum 0001 is the price total for the General wastes, the sum of the unit rate or the sum of unit rate extended by the estimated pounds?

County Response:

The price total for the General Wastes is the sum of the Cost column, which is the Unit Price Per Pound times the Estimated Yearly Pounds.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 31 under Addendum No. 2 and return Section G with your completed bid package.

Sincerely,

 Joseph Lauro, CPPO/CPPB
 Director of Purchasing

Attachments:

1. New Page 22
2. Sample Certificates of Disposal

SECTION F - BID SUMMARY (ADDENDUM 2)

Bid Title: **Services – Household Chemical Waste Collection**

Bid Number: 056-0759-B (MW)

1. SPECIAL WASTES

The Contractor shall be responsible for removing, managing, and recycling/disposing of the following categories of special wastes in accordance with the terms and conditions of this contract. Special waste categories shall be bid on a unit price per pound, including the multiplier points for recycling/disposal. Contractor must provide a list of disposal sites for each special waste category to the County for written approval prior to acceptance/removal of same. Alternate disposal site(s) must be provided upon disapproval by County of intended site(s) at no additional unit cost per pound. All mercury waste must be retorted and kept in the United States.

ITEM	Unit Price Per Pound	Multiplier Points (one entry per item)		
		A	B	C
		*R (1.0)	*I (2.0)	*L (3.5)
A.	Chlorinated/halogenated wastes	\$		
B.	Cyanide/Sulfides	\$		
C.	Fluorescent lamps (price per foot)	\$		
D.	Fuels (Removed by Addendum 2)	N/A	N/A	N/A
E.	Mercury containing devices	\$		
F.	Mercury for recycling	\$		
G.	Mercury poisons	\$		
H.	PCBs	\$		
I.	Reactives	\$		
J.	Latex Paint	\$		
	Subtotals	\$		
Total Unit Prices:		\$	Total Points A + B + C:	

* (R) Recycled

* (I) Incinerated or Treated

* (L) Landfill

Multiplier Points are utilized to encourage recycling for General and Special Wastes. The disposal of this waste should follow Subtitle C of the Resource Conservation and Recovery Act (RCRA) that deals with the management of hazardous waste. This would include accumulation, transportation, storage, recycling, treatment, and disposal of hazardous waste.

2. DRUM CATEGORY: Drums shall be bid as cost per unit.

DRUMS	COST PER UNIT
Drums shall be bid as cost per unit:	
A.	85 gallon salvage drum \$
B.	55 gallon steel drum \$
C.	55 gallon poly drum \$
D.	30 gallon steel drum \$
E.	30 gallon fiber drum \$
F.	20 gallon fiber drum \$
G.	5 gallon pail \$
Total Cost All Drums \$	



Certificate of Disposal

This certificate is to verify that the wastes specified on the following manifest numbers have been properly managed in accordance with all local, state and federal regulations.

Facility: EQ Florida, Inc.
7202 East Eighth Ave.
Tampa, FL 33619

Manifest: 03046
PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page	Line	Ship/ Disposal Date
38874-1-1	1 A	141.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-2	1 A	103.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-3	1 A	188.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-4	1 A	203.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-5	1 A	179.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-6	1 A	211.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-7	1 A	302.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-8	1 A	303.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-9	1 A	307.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-10	1 A	306.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-11	1 A	308.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-12	1 A	274.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-13	1 A	251.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-14	1 A	256.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06
38874-1-15	1 A	191.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141 13050		1	C	3/16/06



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Tampa, FL 33619

Manifest: 03046

PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page Line	Ship/Disposal Date
38874-1-16	1 A	143.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13050	1 C	3/16/06
38874-1-17	1 A	182.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13050	1 C	3/16/06
38874-1-18	1 A	248.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13050	1 C	3/16/06
38874-1-19	1 A	269.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13050	1 C	3/16/06
38874-1-20	1 A	230.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-21	1 A	201.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-22	1 A	189.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-23	1 A	138.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-24	1 A	161.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-25	1 A	164.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-26	1 A	188.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-27	1 A	207.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-28	1 A	204.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-29	1 A	241.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06
38874-1-30	1 A	198.00	PIN PNT REL MAT	Facility - RINECO	WPRM PAINT IN CANS	H141	13052	1 C	3/27/06



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Manifest: 03046
PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page	Line	Ship/ Disposal Date
38874-1-31	1 A	114.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141	13052	1	C	3/27/06
38874-1-32	1 A	198.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141	13052	1	C	3/27/06
38874-1-33	1 A	54.00	PIN PNT REL MAT Facility - RINECO		WPRM PAINT IN CANS	H141	13052	1	C	3/27/06
38874-2-1	1 B	118.00	PIN AEROSOLS Facility - RINECO		ARC-1 AEROSOLS	H141	13051	1	A	3/23/06
38874-2-2	1 B	109.00	PIN AEROSOLS Facility - RINECO		ARC-1 AEROSOLS	H141	13052	1	A	3/27/06
38874-2-3	1 B	111.00	PIN AEROSOLS Facility - RINECO		ARC-1 AEROSOLS	H141	13051	1	A	3/23/06
38874-2-4	1 B	107.00	PIN AEROSOLS Facility - RINECO		ARC-1 AEROSOLS	H141	13051	1	A	3/23/06
38874-2-5	1 B	90.00	PIN AEROSOLS Facility - RINECO		ARC-1 AEROSOLS	H141	13051	1	A	3/23/06
38874-3-1	1 C	75.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-2	1 C	146.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-3	1 C	122.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-4	1 C	238.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-5	1 C	196.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-6	1 C	200.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-7	1 C	111.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06



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Tampa, FL 33619

Manifest: 03046
PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page	Line	Ship/ Disposal Date
38874-3-8	1 C	166.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-9	1 C	136.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-3-10	1 C	173.00	PIN FLAM SOL LP Facility - RINECO		LPC4F FLAMMABLE SOLID LABPACI	H141	13048	1	B	3/8/06
38874-4-1	1 D	112.00	PIN FLAM LIQ LP Facility - RINECO		LPC3F FLAMMABLE LIQUIDS LABPA	H141	13048	1	A	3/8/06
38874-4-2	1 D	75.00	PIN FLAM LIQ LP Facility - RINECO		LPC3F FLAMMABLE LIQUIDS LABPA	H141	13048	1	A	3/8/06
38874-4-3	1 D	72.00	PIN FLAM LIQ LP Facility - RINECO		LPC3F FLAMMABLE LIQUIDS LABPA	H141	13048	1	A	3/8/06
38874-5-1	2 A	141.00	PIN ACID LIQ LP Facility - EQ DETROIT		LPC8A CORROSIVE ACID LABPACK	H141	41023	1	B	3/14/06
38874-5-2	2 A	161.00	PIN ACID LIQ LP Facility - EQ DETROIT		LPC8A CORROSIVE ACID LABPACK	H141	41023	1	B	3/14/06
38874-5-3	2 A	155.00	PIN ACID LIQ LP Facility - EQ DETROIT		LPC8A CORROSIVE ACID LABPACK	H141	41023	1	B	3/14/06
38874-6-1	2 B	150.00	PIN BASE LIQ LP Facility - EQ DETROIT		LPC8B CORROSIVE BASE LABPACK	H141	41024	1	D	3/28/06
38874-6-2	2 B	125.00	PIN BASE LIQ LP Facility - EQ DETROIT		LPC8B CORROSIVE BASE LABPACK	H141	41024	1	D	3/28/06
38874-6-3	2 B	140.00	PIN BASE LIQ LP Facility - EQ DETROIT		LPC8B CORROSIVE BASE LABPACK	H141	41024	1	D	3/28/06
38874-7-1	2 C	170.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141	24271	2	E	3/7/06
38874-7-2	2 C	107.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141	24271	2	E	3/7/06
38874-7-3	2 C	106.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141	24273	1	D	3/16/06



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Manifest: 03046
PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page	Line	Ship/ Disposal Date
38874-7-4	2 C	144.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141 24273		1	D	3/16/06
38874-7-5	2 C	137.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141 24271		2	E	3/7/06
38874-7-6	2 C	129.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141 24273		1	D	3/16/06
38874-7-7	2 C	137.00	PIN TOX LIQ LP Facility - ONYX TX		LPP-1 LIQUID POISON LABPACK	H141 24271		2	E	3/7/06
38874-8-1	2 D	146.00	PIN TOX SOL LP Facility - ONYX TX		LPP-2 SOLID POISON LABPACK	H141 24273		2	B	3/16/06
38874-8-2	2 D	136.00	PIN TOX SOL LP Facility - ONYX TX		LPP-2 SOLID POISON LABPACK	H141 24273		2	B	3/16/06
38874-8-3	2 D	116.00	PIN TOX SOL LP Facility - ONYX TX		LPP-2 SOLID POISON LABPACK	H141 24273		2	B	3/16/06
38874-8-4	2 D	195.00	PIN TOX SOL LP Facility - ONYX TX		LPP-2 SOLID POISON LABPACK	H141 24273		2	B	3/16/06
38874-8-5	2 D	180.00	PIN TOX SOL LP Facility - ONYX TX		LPP-2 SOLID POISON LABPACK	H141 24273		2	B	3/16/06
38874-9-1	2 E	4.00	PIN OX LIQ LP Facility - CLEAN		LPO-1 OXIDIZER LABPACK	H141 01967		1	B	4/4/06
38874-10-1	2 F	16.00	PIN OX SOL LP Facility - CLEAN		LPO-1 OXIDIZER LABPACK	H141 01967		1	A	4/4/06
38874-11-1	2 G	3.00	PIN AMINES LP Facility - ONYX TX		LPFCB FLAMMABLE/CORROSIVE LA	H141 24275		1	B	4/5/06
38874-12-1	2 H	375.00	PIN BULK GASOLI Facility - RINECO		FLL-1 Flammable Liquid Thin No Solids	H141 13048		1	A	3/8/06
38874-12-2	2 H	345.00	PIN BULK GASOLI Facility - RINECO		FLL-1 Flammable Liquid Thin No Solids	H141 13048		1	A	3/8/06
38874-12-3	2 H	402.00	PIN BULK GASOLI Facility - RINECO		FLL-1 Flammable Liquid Thin No Solids	H141 13048		1	A	3/8/06



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Manifest: 03046
PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page Line	Ship/ Disposal Date
38874-12-4	2 H	394.00	PIN BULK GASOLI	Facility - RINECO	FLL-1 Flammable Liquid Thin No Solids	H141 13048		1 A	3/8/06
38874-13-1	2 I	345.00	PIN BULK ANTIFR	Facility - EQ DETROIT	HAL-1 HAZ LIQ TREATMENT ORGAN	H141 41023		2 D	3/14/06
38874-14-1	3 A	17.00	PIN MERC ART LP	Facility - AERC	HMR-2 MERCURY IN MFG. ARTICLES	H141 01964		1 A	4/3/06
38874-15-1	3 B	15.00	PIN ACID SOL LP	Facility - EQ DETROIT	LPC8A CORROSIVE ACID LABPACK	H141 41024		2 D	3/28/06
38874-16-1	3 C	30.00	PIN BASE SOL LP	Facility - EQ DETROIT	LPC8B CORROSIVE BASE LABPACK	H141 41024		2 E	3/28/06
38874-17-1	3 D	1.00	PIN NITRIC ACID	Facility - CLEAN	LPFCB FLAMMABLE/CORROSIVE LA	H141 02046		1 D	6/1/06
38874-18-1	3 E	240.00	PIN TOX LIQ LP	Facility - ONYX TX	LPP-1 LIQUID POISON LABPACK	H141 24273		1 D	3/16/06
38874-19-1	3 F	2.00	PIN REACTIVE LP	Facility - ONYX TX	LPR-1 REACTIVE LABPACKS	H141 24272		2 H	3/16/06
38874-21-1	3 H	302.00	PIN BATTERIES	Facility - AERC	BAT-1 BATTERIES	H141 01964		1 C	4/3/06
38874-22-1	3 I	387.00	PIN OIL RECYCLE	Facility - CLI	NHL-2 OIL NON-REGULATED FOR RE	01933		1 A	3/14/06
38874-22-3	3 I	407.00	PIN OIL RECYCLE	Facility - CLI	NHL-2 OIL NON-REGULATED FOR RE	01933		1 A	3/14/06
38874-23-1	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936		1 A	3/14/06
38874-23-2	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936		1 A	3/14/06
38874-23-3	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936		1 A	3/14/06
38874-23-4	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936		1 A	3/14/06



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Tampa, FL 33619

Manifest: 03046

PINELLAS CNTY SOLID WASTE
FLD 984 223 644

Inbound Container	Manifest Page Line	Inbound Weight	Inbound Approval	Destination	Treatment	Mgmt Code	Outbound Manifest	Page Line	Ship/ Disposal Date
38874-23-5	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936	1	A	3/14/06
38874-23-6	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936	1	A	3/14/06
38874-23-7	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936	1	A	3/14/06
38874-23-8	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936	1	A	3/14/06
38874-23-9	4 A	.00	PIN FLUOR TUBES	Facility - AERC	HMR-R MERCURY LAMPS FOR RECY	H141 01936	1	A	3/14/06

I certify that the above information is true and correct to the best of my knowledge.

Authorized Signature: 

**BOARD OF COUNTY
COMMISSIONERS**

KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART



Joseph Lauro, CPPO/PPB
Director

September 14, 2006

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Services - Household Chemical Waste Collection

BID NUMBER: 056-0759-B (MW)

BID SUBMITTAL IS DUE: October 3, 2006 @ 3:00 PM

ADDENDUM NO. 1


Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

CHANGES/ADDITIONS

- 1) Page 15 of 32 Section E – **Replace current page 15** with the attached replacement page. Information was added to the end of paragraph 1.C. concerning the minimum number of qualified environmental workers for mobile collections at the cities of Treasure Island and Indian Rocks Beach.
- 2) Pages 22, 23 and 24 Section F – **Replace current pages 22, 23 and 24** with the attached replacement pages. The format was changed for section 3 General Wastes and section 4 Mobile Collection Setup Fees.

All other specifications, terms and conditions remain the same.

Please remember to use the four replacement pages in your bid submittal and acknowledge receipt of this Addendum in Section G, Page 31 under Addendum No. 1 and return Section G with your completed bid package.

Sincerely,

Joseph Lauro, CPPO/PPB
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



SECTION E – SPECIFICATIONS (ADDENDUM 1)
--

Bid Title: **Services – Household Chemical Waste Collection**
 Bid Number: **056-0759-B (MW)**

1. SCHEDULED HOUSEHOLD CHEMICAL COLLECTION SERVICES:

- A. The Pinellas County Utilities Department of Solid Waste Operations (Department) operates and maintains a permanent Household Chemical Collection Center (HEC₃) located at 2990 - 110th Avenue North in St. Petersburg. The Department staff will segregate, sort and store materials received according to labeled hazard classifications. Any unidentifiable chemicals will be stored separately pending identification by the contractor (see item 1 D).
- B. Contractor shall, remove bi-monthly or within two (2) working days after receipt of notification from the County, arrive at the HEC₃ to remove any and all waste as directed by the County. Contractor personnel servicing the HEC₃ must be trained and capable of handling collected household chemical waste, and sufficient in number to ensure that the collection is accomplished within the Department's normal operation hours as referenced in Section E. Paragraph 8.

Contractor shall provide any and all supervision, personnel, materials, equipment, and supplies necessary to accept, classify, weigh, package, manifest, remove, and properly dispose of household chemical wastes collected previously by the County, and shall make every effort to minimize use of supplies in performance of the work.

The Department's Designated Representative shall be on hand to supervise the Contractor's work, and shall sign the manifests as generator of all household chemical wastes collected prior to their removal.

- C. Contractor shall provide supervision, materials, equipment, supplies and sufficient trained personnel capable of accepting, classifying, weighing, packaging, manifesting, removing and properly disposing of household chemical wastes collected within a minimum six (6) hour period at mobile household chemical collections sponsored by the County, which may be held with municipalities or other organizations the County partners with, in accordance with terms and conditions of this contract. These collections are generally held between the hours of 9:00a.m to 2:00 pm, but may be extended as necessary. Staffing, material, equipment and supplies shall be adequate for a 1,500-customer collection, and shall include shelter, a roll-off for oil paint, managing latex paint, drums, and other packing material, drinking water for contractor and County staff, spill cleanup materials and other required safety equipment, and a scale meeting the specifications in Section E.11.A. CESQG wastes shall be received and processed during mobile chemical collection events as described in Section E.4. County or partner organization shall be responsible for traffic control, customer relations. Contractor shall be responsible for unloading vehicles, sorting, segregating, classifying, packaging, bulking, weighing and manifesting received materials. There will be a minimum of fifteen (15) qualified environmental workers which would consist of four (4) chemists, and four (4) 40 hour Hazardous Waste Operator (Hazwoper) certified staff, and four (4) first responders and the others must have a minimum of 8 hour Hazardous Waste Awareness training. These personnel will be required to unload approximately 250 cars per hour from 9:00am to 2:00pm or other hours as required. **For the mobile collection sites at the cities of Treasure Island and Indian Rocks Beach the contractor will be required to provide only ten (10) qualified environmental workers instead of the fifteen (15) minimum required at all other mobile collection sites.**
- D. Contractor shall determine the physical characteristics of unknown (unlabeled) chemical waste in order to properly manifest the material. Hazard identification will be performed on items prior to weighing and removal. The analysis shall determine at a minimum the following physical characteristics of the unknown:
1. Ignitability
 2. Corrosivity
 3. Reactivity
 4. Toxicity

SECTION F - BID SUMMARY (ADDENDUM 1)

Bid Title: **Services – Household Chemical Waste Collection**
 Bid Number: 056-0759-B (MW)

1. SPECIAL WASTES

The Contractor shall be responsible for removing, managing, and recycling/disposing of the following categories of special wastes in accordance with the terms and conditions of this contract. Special waste categories shall be bid on a unit price per pound, including the multiplier points for recycling/disposal. Contractor must provide a list of disposal sites for each special waste category to the County for written approval prior to acceptance/removal of same. Alternate disposal site(s) must be provided upon disapproval by County of intended site(s) at no additional unit cost per pound. All mercury waste must be retorted and kept in the United States.

ITEM	Unit Price Per Pound	Multiplier Points (one entry per item)		
		A	B	C
		*R (1.0)	*I (2.0)	*L (3.5)
A.	Chlorinated/halogenated wastes	\$		
B.	Cyanide/Sulfides	\$		
C.	Fluorescent lamps (price per foot)	\$		
D.	Fuels	\$		
E.	Mercury containing devices	\$		
F.	Mercury for recycling	\$		
G.	Mercury poisons	\$		
H.	PCBs	\$		
I.	Reactives	\$		
J.	Latex Paint	\$		
	Subtotals	\$		
Total Unit Prices:		\$	Total Points A + B + C:	

* (R) Recycled *(I) Incinerated or Treated *(L) Landfill

Multiplier Points are utilized to encourage recycling for General and Special Wastes. The disposal of this waste should follow Subtitle C of the Resource Conservation and Recovery Act (RCRA) that deals with the management of hazardous waste. This would include accumulation, transportation, storage, recycling, treatment, and disposal of hazardous waste.

2. DRUM CATEGORY: Drums shall be bid as cost per unit.

DRUMS		COST PER UNIT
Drums shall be bid as cost per unit:		
A.	85 gallon salvage drum	\$
B.	55 gallon steel drum	\$
C.	55 gallon poly drum	\$
D.	30 gallon steel drum	\$
E.	30 gallon fiber drum	\$
F.	20 gallon fiber drum	\$
G.	5 gallon pail	\$
Total Cost All Drums		\$

SECTION F - BID SUMMARY CONTINUED (ADDENDUM 1)

3. GENERAL WASTES

Category	Unit Price Per Pound	X	Estimated Yearly Pounds	=	Cost	Multiplier Points		
						A R	B I	C L
						(1.0)	(2.0)	(3.5)
						(one entry per line)		
A.	Aerosols	\$	X 22,000	=	\$			
B.	Corrosives**	\$	X 33,520	=	\$		2
C.	Flammable Liquids***	\$	X 66,000	=	\$			
D.	Flammable Solids	\$	X 30,000	=	\$			
E.	Household Batteries	\$	X 14,000	=	\$			
F.	Oxidizers	\$	X 11,000	=	\$			
G.	Oil Paint	\$	X 114,000	=	\$			
H.	Poisons	\$	X 57,000	=	\$			
					Grand Total	\$		
						(SUBTOTALS)		
						Total Points A + B + C: _____		
		** The Management Method Multiplier for B. Corrosives above must be I (Incineration or treatment) and not R (Recycling) or L (Landfill)						
		*** (Pounds included from bulk collection of gasoline, anti-freeze and waste oil drums)						

4. MOBILE COLLECTION SETUP FEE (i.e. Staffing & Equipment)

A.	Mobile Collection Setup Fee (i.e. Mobilization, Staffing and Equipment, Scale, etc)	\$	X	20 Events	=	\$	(Total)	
Materials may be bulked at mobiles only – no bulking at the HEC ₃ facility – bulk price per 55 gallon drum:							A	B
							R	I
							(1.0)	(2.0)
							(3.5)	
A.	Mobile Collection Setup Fee Total	\$					(one entry per line)	
B.	Oil	\$						
C.	Antifreeze	\$						
D.	Gasoline	\$						
Total A - D		\$						
R – Recycling I – Incineration or Treatment L - Landfill						Total Points A + B + C: _____		

SECTION F - BID SUMMARY CONTINUED (ADDENDUM 1)

Bid Summary Totals

1. Special Wastes: Total \$ _____ Total Points: _____

2. Drum Category: Total \$ _____ Total Points: N/A For Drums

3. General Wastes: Total \$ _____ Total Points: _____

4. Mobile Collections Total \$ _____ Total Points _____

Dollar Total 1 – 4 Total \$ _____

Points Total 1 - 4 X _____

Equals Total Score _____

Multiply Dollar Total (1 – 4) by Points Total (1 – 4) to get Total Score. Bid award will be made to the qualifying lowest total score.

5. **INTENDED DISPOSAL COMPANIES/DISPOSAL METHODS, PER WASTE CATEGORY**
 (NOTE: Selected management method should represent the method of treatment/disposal of the majority of material per category).

A. Aerosols

(1) Pesticides

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

(2) Flammables

Company Name:	
Company Address:	
Phone Number:	
Fax Number:	
Contact Person:	
Disposal/Treatment Method	
*Final Disposal Facility	

***The final disposal facility section is to verify where the byproducts from treatment go.**

**BOARD OF COUNTY
COMMISSIONERS**

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ROBERT B. STEWART



Joseph Lauro, CPPO/CPPB
Director

September 28, 2006

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Services - Household Chemical Waste Collection

BID NUMBER: 056-0759-B (MW)

BID SUBMITTAL IS NOW DUE: October 5, 2006 @ 3:00 P.M.

ADDENDUM NO. 3

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

CHANGES/ADDITIONS

Bid submittal date is now October 5, 2006 at 3:00 P.M.

1) Page 15 Section E.1.B change bi-monthly to bi-weekly. **Replace current page 15 with the attached replacement page. The rest of page 15 remains unchanged. The new page 15 should be used in the bid package.**

QUESTIONS AND RESPONSES

1) On page 8 of 32 in Section 1.A., the RFP indicates "Bi-weekly" pick ups are required from the permanent facility.

County Response: Every other week - as needed, once we get the new facility built and opened we may be able to reduce the number of pickups, however we will still have a maximum quantity of materials we can store to be in compliance with fire codes and with the new building this will be stricter than we currently have. So the frequency may increase at times. The contractor needs to be prepared to clean out from our buildings every other week, if needed.

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



- 2) On page 9 of 32 in Section 3, the RFP indicates the Contractor will manage "approximately 350,000 pounds" of waste.

County Response: That is correct – approximately.

- 3) On page 15 of 32 in Section 1.C, the RFP indicates "Staffing, shall be adequate for a 1,500 customer collection...".

County Response: Correct, we have some mobile events which have over 1100 customers, we would like the contractor to have staffing adequate for 1500.

- 4) And on page 23 of 32 within Section 4.B, the RFP indicates a multiplier of "20 Events". My question is, can you verify the number of pick ups anticipated at the permanent facility, the number of mobile collections, and the total number of pounds to be managed?

County Response: The number of anticipated pickups at the permanent facility is 26 (twenty-six) per year (bi-weekly). We anticipate 20 (twenty) Mobile Collections per year. We anticipate approximately 350,000 pounds will need to be managed annually. On a related note we also accept approximately 365,000 pounds of latex paint annually at the mobile collections for which the contractor will have to handle, but not necessarily dispose of.

- 5) Additionally, it would be helpful to understand the anticipated number of pounds to be managed at the permanent facility separate from the mobile collections, if the data is available.

County Response: We currently get 1.5 times the pounds through the mobile program than we do at the permanent center.

- 6) The RFP leads me to believe the contractor will pickup from the permanent facility 52 times in a year, bi-weekly, and will host 20 mobile events. If this is accurate, as indicated in the RFP, the total number of pounds to be managed surely must be under-stated. Managing 350,000 pounds on 72 events would mean the average weight to be managed per event is only approximately 5,000 pounds. This is inconsistent with the inference of hosting 1,500 car mobile events.

County Response: Please see the answers to question 1 above on number of pickups and mobile collection events as well as estimated number of pounds to be managed annually. Also we would like to point out that not every mobile is a 1500 car event, however the contractor must be prepared to handle an event of that size. For example, one year we had 500 cars at a Palm Harbor event and then the following year we had 1000 cars, no real way of knowing exactly how many are going to show up. Section B 3 clearly notes that all quantities stated are estimates based upon previous use and/or anticipated needs.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 31 under Addendum No. 3 and return Section G with your completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

Attachments:

1. New Page 15

SECTION E – SPECIFICATIONS (ADDENDUM 3)
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Bid Title: **Services – Household Chemical Waste Collection**
 Bid Number: **056-0759-B (MW)**

1. SCHEDULED HOUSEHOLD CHEMICAL COLLECTION SERVICES:

A. The Pinellas County Utilities Department of Solid Waste Operations (Department) operates and maintains a permanent Household Chemical Collection Center (HEC₃) located at 2990 - 110th Avenue North in St. Petersburg. The Department staff will segregate, sort and store materials received according to labeled hazard classifications. Any unidentifiable chemicals will be stored separately pending identification by the contractor (see item 1 D).

B. Contractor shall, remove bi-weekly or within two (2) working days after receipt of notification from the County, arrive at the HEC₃ to remove any and all waste as directed by the County. Contractor personnel servicing the HEC₃ must be trained and capable of handling collected household chemical waste, and sufficient in number to ensure that the collection is accomplished within the Department's normal operation hours as referenced in Section E, Paragraph 8.

Contractor shall provide any and all supervision, personnel, materials, equipment, and supplies necessary to accept, classify, weigh, package, manifest, remove, and properly dispose of household chemical wastes collected previously by the County, and shall make every effort to minimize use of supplies in performance of the work.

The Department's Designated Representative shall be on hand to supervise the Contractor's work, and shall sign the manifests as generator of all household chemical wastes collected prior to their removal.

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