

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

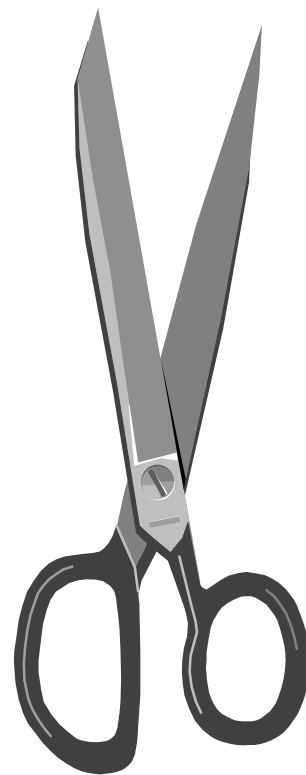
SEALED BID NO.: **067-0790-B (MW)**

BID TITLE: **Recycling Collection Center Services**

DUE DATE/TIME: **November 1, 2007 @ 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: Recycling Collection Center Services**PRE-BID CONFERENCE: NON-MANDATORY****DATE/TIME: October 18, 2007 @ 1:00 P.M.****LOCATION: Pinellas County Purchasing Conference Room, 5th Floor, 400 S. Ft. Harrison Ave., Clearwater, Florida 33756****BID NO.: 067-0790-B (MW)**www.pinellascounty.org

BID SUBMITTAL IS DUE: November 1, 2007 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 90 DAYS AFTER SUCH DATE AND TIME

DEADLINE FOR WRITTEN QUESTIONS: October 22, 2007 by 3:00 P.M. MUST BE SUBMITTED TO MICHAEL WILSON AT mwwilson@co.pinellas.fl.us

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

ISSUE DATE**October 5, 2007****COMMISSIONERS**

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

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.

Candy Mancuso
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 \$5,000 or less, or recommending a purchase in excess of \$5,000 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. 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: **Recycling Collection Center Services**

Bid Number: **067-0790-B (MW)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Recycling Collection Center Services**, as and when required. Services to include collection and container maintenance services, as well as processing and marketing services for recovered materials collected at the County recycling collection centers. The two-stream method is our first choice, five-stream bids will also be considered.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs. See Appendix C for historical collection data.
3. **PRICING/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 thirty-six (36) months from the date of contract award and any extension thereof. A price adjustment may be requested for each of the second and third years of the initial contract period. Price adjustments will be based upon an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to renewal, or four percent (4%), whichever is less.

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 twelve month period (for years two and three), the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the current twelve month period. 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 current contract pricing is sufficient for the next twelve month period. Any adjustment request received after the next twelve month period has commenced will not be considered for that period.

4. **OPTION OF RENEWAL:**
The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for an additional two (2) twenty-four (24) month periods 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, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to renewal, or four percent (4%), 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 ninety (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.

5. **PRE-BID CONFERENCE – NON-MANDATORY:** 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.

Pre-bid conference will be held on October 18, 2007 at 1:00 P.M., at Pinellas County Purchasing Conference Room, 5th Floor, 400 S. Ft. Harrison Ave., Clearwater, Florida 33756.

6. **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.

SECTION B SPECIAL CONDITIONS

Bid Title: **Recycling Collection Center Services**
Bid Number: **067-0790-B (MW)**

7. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any and all fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.
8. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.
9. **MINIMUM BIDDER QUALIFICATIONS:**
- Bidder must demonstrate in its submittal that it meets the following minimum qualifications to provide the services required in this ITB:
- 1) Have applicable/verifiable experience collecting, processing, and marketing recovered materials, including fiber and containers. Such services must include servicing collection centers similar to those in Pinellas County.
 - 2) Possess a valid State of Florida Recovered Materials Certification (Chapter 62-722.400, Florida Administrative Code). Bidders should provide a copy of their certificate with their bid.
 - 3) References: Provide a minimum of at least four customer references, at least one of which should be from within the State of Florida. Prefer references from current customers with whom bidder is currently providing recyclables collection and processing services. Recycling references within the last five (5) years will also be considered. Reference information should include name, affiliation, phone number, facsimile number (if available), and complete address.
10. **UNSPECIFIED SERVICES / MATERIALS:**
- This paragraph provides a source of funding for the costs associated with adding new locations, as well as to address minor services or materials not listed elsewhere in this document. **These services/materials will be negotiated with the Contractor and requires prior approval from the County Representative.** There is no guarantee that additional locations will be added, or that this paragraph will be utilized.

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 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 shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**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: **Recycling Collection Center Services**
Bid Number: **067-0790-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: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR – PLEASE COMPLETELY FILL OUT THE BLOCKS BELOW:

1. COMPANY: _____ 2. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____ 4. COMPANY: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE/FAX: _____ TELEPHONE/FAX: _____

CONTACT: _____ CONTACT: _____

COMPANY EMAIL ADDRESS: _____ COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

Bid Title: **Recycling Collection Center Services**
Bid Number: **067-0790-B (MW)**

1. DESCRIPTION OF PROJECT

The Pinellas County Utilities Solid Waste Department seeks to establish a contract for the collection of recycling materials, and container maintenance services for the County Recycling Collection Centers. Additional services include processing and marketing services for recovered materials collected at the County Recycling Collection Centers.

Goal: The goal of this bid process is to award a multi-year contract to one vendor for various services related to our County Recycling Collection Centers. The two-stream method is our first choice, five-stream bids will also be considered.

Kessler Consulting Inc. of Tampa, Florida assisted with the drafting of the specifications / requirements.

2. DEFINITIONS

- 2.1 Annual Market Value (AMV): Annual Market Value, per ton, is the value for each ton of material collected at the Recycling Collection Centers. It is calculated as the sum of the market value of each material multiplied by the material percentage figure for that material as stated in Appendix B using the market indices also stated in Appendix B. The Base AMV shall be \$122.70 per ton as calculated in Appendix B. The AMV shall be recalculated each November 1 beginning on November 1, 2008 throughout the term of the contract.
- 2.2 Base Market Value (BMV): The initial market index to which the AMV is compared as calculated in Appendix B, or \$122.70 per ton.
- 2.3 Collection Centers or Centers: Those sites designated by the County for collection of recyclable materials and for service under the terms of this contract. These sites are listed in Appendix A.
- 2.4 Commingled Containers: Collection of aluminum and steel cans, # 1 (one) and # 2 (two) narrow-necked plastic bottles, and any other recyclable containers agreed to by the County and the contractor in the same container or compartment of a container.
- 2.5 Commingled Paper: Collection of newspaper, corrugated cardboard, mixed paper, and any other recyclable paper agreed to by the County and the contractor in the same container or compartment of a container.
- 2.6 Contaminants: Any materials that are not Recovered Materials but are found mixed with Recovered Materials collected at the Collection Centers.
- 2.7 Recovered Materials: Newspaper, corrugated cardboard, mixed paper, aluminum cans, steel cans # 1 and # 2 narrow-necked plastic bottles, and other materials as agreed to in accordance with Section 3.

3. Collection Centers and Recovered Materials

The current Recycling Collection Centers (Centers) are, and future centers will be, located on County property or private property under an agreement with the County. Current Centers, which shall be serviced under the terms of this contract, are listed in Appendix A. The County reserves the right to add, remove, or relocate Centers and will communicate any changes to the contractor in writing. The addition of a collection Center will be communicated to the contractor at least 30 days prior to the activation date.

The following materials are collected at the Centers and shall be collected under the terms of this contract.

- (a) Newspaper
- (b) Corrugated cardboard
- (c) Mixed paper

SECTION E - SPECIFICATIONS

Bid Title: **Recycling Collection Center Services**
 Bid Number: **067-0790-B (MW)**

Collection Centers and Recovered Materials - Continued

(d) Aluminum cans and steel cans, commingled

(e) # 1 and # 2 narrow-necked plastic bottles, commingled

The County and the contractor must mutually agree on the addition or deletion of any recyclable commodity.

These materials currently are collected in five (5) separate streams as listed above. To improve collection efficiency, the County is interested in converting to a two (2) stream collection system: Commingled Paper and Commingled Containers. **The County will accept bids that utilize either (1) a two-stream collection system or (2) the existing five-stream collection system.** Bids may include both options. Information used in the preparation of this Bid for tonnage, pulls and mix of materials is based upon historical data for the program. Refer to Appendix C for historical tons collected and pulls. The County is not guaranteeing the number of tons, pulls or mix of materials for future collection.

4. Responsibilities of the County

- 4.1 Site Preparation and Maintenance: Prior to commencement of the contractor's obligations under this contract, the County shall prepare the Collection Centers and shall maintain them throughout the term of this contract except as provided in Section 5. Preparation and maintenance includes providing fencing and signage, maintaining the surface of the Centers, and cleaning up all litter that is not considered a recovered material under the terms of this contract.
- 4.2 Access: Collection Centers will be open for public access twenty-four (24) hours a day, seven (7) days a week, except under circumstances where the County establishes alternate hours for specified Centers. Centers located in Pinellas County Parks are open at daybreak and closed at dusk.
- 4.3 Signage: The County will provide and install directional signs on right-of-ways and informational signage at the Centers.
- 4.4 Recycling Containers:
 - 4.4.1 The County owns the recycling containers currently located at the Collection Centers and such containers shall remain the property of the County.
 - 4.4.2 The County reserves the right to relocate, add, or remove recycling containers. In the event the County adds or removes any recycling containers, the County shall pay the contractor for providing such services in accordance with Section 6.
 - 4.4.3 The County shall provide two additional roll-off containers for use by the contractor to exchange recycling containers when servicing the Centers. These containers will be kept at the contractor's site at no charge.
- 4.5 Illegal Dumping: The County shall be responsible for responding and investigating illegal dumping at the Centers.
- 4.6 Compensation: The County shall compensate the contractor, in accordance with Section 6, for the services provided by the contractor under the terms of the contract.
- 4.7 Contact Person: The County's contact person is the Solid Waste Program Manager, who can be contacted at 727-464-7500.
- 4.8 Container Labels: The County shall provide appropriate labels for all recycling containers located at the Centers.

SECTION E - SPECIFICATIONS

Bid Title: **Recycling Collection Center Services**
Bid Number: **067-0790-B (MW)**

5. Responsibilities of the Contractor

- 5.1 Commencement of Duties: The contractor shall begin providing the services defined within this contract no later than fifteen (15) days from receipt of notice to proceed from the County. Prior to commencement of these services, the contractor shall familiarize itself with the Collection Centers.
- 5.2 Container Labels: The contractor will install County-provided labels for all recycling containers located at the Centers.
- 5.3 Container Maintenance
 - 5.3.1 The contractor shall provide painting, welding, replacement of doors, and other minor repairs to the recycling containers, as may be required by the County. Quotes will be provided and the County shall pay the contractor for such work in accordance with the rates specified in Section F Bid Submittal.
 - 5.3.2 The contractor shall notify the County immediately if there is any damage to recycling containers, or if maintenance is needed.
 - 5.3.3 The contractor shall perform any maintenance work as expeditiously as possible within ten (10) working days of receipt of letter or facsimile transmittal from the County of notice to commence such work. The contractor will ensure that the County's replacement container is in place at the Center while maintenance is being performed.
 - 5.3.4 The contractor shall modify roll-off containers (to conform to the collection system proposed and selected by the County) within thirty (30) days of commencement of this contract. At the County's request, the contractor will add or remove compartments to additional roll-off containers. The County shall compensate the contractor for these services in accordance with Section F Bid Submittal.
- 5.4 Collection Services
 - 5.4.1 The contractor shall collect recovered materials from the Collection Centers on an on-call basis. The contractor shall notify the county within four (4) hours if it is unable to comply with a scheduled collection.
 - 5.4.2 The contractor shall place, at no additional cost to the County, non-containerized recovered materials into the appropriate recycling containers while servicing each Center.
 - 5.4.3 The contractor shall move, at no additional cost to the County, litter away from the recycling containers and place it in the appropriate containers.
 - 5.4.4 The contractor shall ensure that recycling containers are available at each Center at all times for all recovered materials collected at that Center. Upon approval by the County this requirement may be waived on a case by case basis.
- 5.5 Hours of Collection: The contractor shall be available to service the Collection Centers between the hours of 6:00 a.m. and 7:00 p.m. Monday thru Saturday.
- 5.6 Illegal Dumping: The contractor shall assist the County with illegal dumping enforcement by immediately reporting illegal activities or suspicious behavior, including license tag numbers when possible. Between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, reports shall be made to the County's Department contact person and during all other hours, to the Sheriff's Office.
- 5.7 Damages: The contractor shall repair or replace any signs, fencing, containers, or other property damaged by the contractor upon request from the County and at no additional cost to the County.

SECTION E - SPECIFICATIONS

Bid Title: **Recycling Collection Center Services**
Bid Number: **067-0790-B (MW)**

5.8 Processing and Marketing

- 5.8.1 The contractor shall process and market all recovered materials collected at the Centers.
- 5.8.2 The county shall share revenue generated from the sale of recovered materials collected at the Centers in accordance with Section 6.4.
- 5.8.3 The contractor is responsible for disposal, at no additional cost to the County, of contaminants included in the recycling containers. Contaminants must be disposed of at a permitted facility.
- 5.8.4 The contractor shall not dispose of any recovered materials, other than by sale, without the express written consent of the County.

5.9 Invoicing and Reporting: The contractor shall provide a monthly invoice by the 15th day of the following month in accordance with Section 6.5.

5.10 Contact Person: The contractor shall designate in writing a person through whom the County will communicate about this contract and services. If the contractor's representative changes during the terms of the contract, the contractor must notify the County POC within three (3) business days.

6. Compensation and Revenue Sharing

6.1 Collection: The County shall compensate the contractor for its collection services based on the number of roll-off containers pulled during a calendar month and the rates stated in Section F Bid Submittal.

6.2 Container Maintenance: The County shall compensate the contractor for providing the services described in Section 5.3 based on the rates stated in Section F Bid Submittal.

6.3 Revenues: The contractor shall compensate the County for the sale of recovered materials collected at the Centers based on the number of tons collected during a calendar month and the per ton revenue rate in Section F Bid Submittal as may be adjusted as described in Section 6.4. Tons collected shall be the inbound weight of materials as recorded at the contractor's State-certified scales. The County reserves the right to audit these records.

6.4 Annual Revenue Adjustment: On November 1, 2008 and for each subsequent year on November 1, the County shall adjust the Annual Market Value (AMV) to be paid to the County as follows.

- (a) The Base Market Value (BMV) is \$122.70 as calculated and stated in Appendix B, and shall be in effect until October 31, 2008.
- (b) Beginning on November 1, 2008 and for each subsequent year, the County shall recalculate the AMV (current) using the material percentages and the market price for each material based upon the then current market index indices (www.wastenews.com subscription service).
- (c) The revenue per ton to be paid to the County for the next twelve months shall be determined by dividing the Current AMV by the Base AMV and multiplying the result by the Revenue Per ton collected, as stated in Appendix B.
- (d) In the event the market indexes listed in Appendix B are no longer published, the County and contractor shall agree upon a replacement index and execute an appropriate amendment to this Contract specifying the replacement index to be used in the annual revenue adjustment calculations.

SECTION E - SPECIFICATIONSBid Title: **Recycling Collection Center Services**Bid Number: **067-0790-B (MW)****Annual Revenue Adjustment - Continued**

- (e) The County, at its discretion, may conduct an audit of the recyclable materials collected at the Recycling Collection Centers. The County has the right to adjust the material percentages indicated in Appendix B based on this audit, if the percentage composition of recyclable materials changes substantially as a result of changes in the recycling program.
- 6.5 **Invoicing:** By the fifteenth (15th) day of each month, the contractor shall submit an invoice for the services provided during the immediately preceding month. The invoice shall include the number of containers serviced, by material stream and Center of origin; fees charged for servicing the containers; fees charged for container maintenance services; total weight of recovered materials collected, by material stream; gross revenue for recovered materials based on the rates in Section F Bid Submittal; and net payment due to the contractor or to the County. Accompanying the invoice, the contractor shall provide a weight ticket from the State-certified scales at the contractor's site(s) for all recovered materials collected. Any net revenues in excess of the amount owed by the County shall be made payable to the Pinellas County Board of County Commissioners, and shall be in accordance with Section 218.70, Florida Statutes.

7. Penalties

- 7.1 Missed container service: If the contractor does not service a container within 24 hours of a call, fax or email from County, the contractor may be charged a rate of \$125.00 per occurrence for the County to service the container.
- 7.2 No replacement container: If the contractor does not deliver a replacement container while the original container is being serviced, the contractor may be charged \$225.00 per occurrence.
- 7.3 In the event of repeated and ongoing violations / penalties (more than three (3) occurrences in any given quarter) the County may terminate the contract for material default.

SECTION F - BID SUBMITTAL

Bidders may bid on one or both options. All bidders must provide prices for container maintenance services.

OPTION 1 - Recyclables Collected in 2 (Two) Streams: Fiber and Commingled Containers

Price Per Roll-off Pull	<u> </u>	X	1,080	Pulls per Year	=	<u> </u>	Pull Cost per Year
	(a)		(b)			(c = a x b)	
Revenue Per Ton Credited to County	<u> </u>	X	2,000	Tons Collected per Year	=	<u> </u>	Revenue per Year
	(d)		(e)			(f = d x e)	
					\$	<u> </u>	Net Cost per Year
						(c - f)	

OPTION 2 - Recyclables Collected by Type – 5 (Five) Streams

Price Per Roll-off Pull	<u> </u>	X	1,200	Pulls per Year	=	<u> </u>	Pull Cost per Year
	(a)		(b)			(c = a x b)	
Revenue Per Ton Credited to County	<u> </u>	X	2,000	Tons Collected per Year	=	<u> </u>	Revenue per Year
	(d)		(e)			(f = d x e)	
					\$	<u> </u>	Net Cost per Year
						(c - f)	

CONTAINER MAINTENANCE SERVICES

<u>Service</u>	<u>Price</u>	<u>Est. # of Events/Year</u>	<u>Est. Annual Cost</u>
Paint Roll-off	per container	6	= <u> </u>
Modify Roll-off	per container	2	= <u> </u>
Add/remove Roll-off	per container	2	= <u> </u>
Welding & other repairs	per hour	20	= <u> </u>
Total Container Maintenance Services			\$ <u> </u>

SECTION F – BID SUBMITTAL - CONTINUED

Bid Title: **Recycling Collection Center Services**Bid Number: **067-0790-B (MW)**

OPTION 1 (ONE) NET COST PER YEAR PLUS TOTAL CONTAINER MAINTENANCE SERVICE	\$
OPTION 2 (TWO) NET COST PER YEAR PLUS TOTAL CONTAINER MAINTENANCE SERVICE	\$
UNSPECIFIED MATERIALS (not to be factored in bid price)	\$25,000.00

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

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

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
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> </div>
or
Employer identification number
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin: 2px;"></div> </div>

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 G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: Recycling Collection Center Services

Bid No: 067-0790-B (MW)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW. PLEASE RETURN THE SIGNED SHEET WITH YOUR BID. PLEASE READ THE INFORMATION AT THE BOTTOM OF THIS PAGE BEFORE SUBMITTING YOUR SEALED BID.

ADDENDUM NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

[illegible]

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

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase, listed under category 'Current Bids'.

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. **067-0790-B (MW)** for **Recycling Collection Center Services**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

APPENDIX A – CURRENT COLLECTION CENTERS
--

Bid Title: **Recycling Collection Center Services**
 Bid Number: **067-0790-B (MW)**

CURRENT COLLECTION CENTERS

Multi Stream / Commingled
 Centers have 30 cubic yard roll-offs
 NP-Newspaper, MP- Mixed Paper, PL-Plastic, Al- Aluminum
 OCC-Cardboard, Stl- Steel
 * Designates separate 30 yard roll-off
 / Designates separate compartment
 - Designates combined in roll-off

1. CURLEW ROAD
 1825 Curlew Road, Palm Harbor, FL 34683

Multi Stream *NP *PL *OCC/Al-Stl *MP	Commingled *NP-MP-OCC *PL-Al-Stl
---	---

2. WILLIAM DUNN TREATMENT PLANT
 4100 Dunn Drive, Palm Harbor, FL 34683

Multi Stream *NP-MP/PL *OCC/Al-Stl	Commingled *NP-MP-OCC *PL-Al-Stl
---	---

3. JOHN CHESTNUT, SR. PARK
 2200 Eastlake Road, Palm Harbor, FL 34685

Multi Stream *NP *PL *OCC/Al-Stl *MP	Commingled *NP-MP-OCC *PL-Al-Stl
---	---

4. NORTH COUNTY GOVERNMENT CENTER
 29582 U.S. Highway 19 N., Clearwater, FL 33761

Multi Stream *NP *PL *OCC/Al-Stl *MP	Commingled *NP-MP-OCC *PL-Al-Stl
---	---

5. BANK OF AMERICA
 10900 Seminole Boulevard, Largo, FL 33778-3338

Multi Stream *OCC- MP/PL/Al-Stl	Commingled *OCC-NP-MP/PL-Al-Stl
---	---

APPENDIX A – CURRENT COLLECTION CENTERS - CONTINUED
--

Bid Title: **Recycling Collection Center Services**
 Bid Number: **067-0790-B (MW)**

- | | | | | | |
|-----|--|--|---|--|---|
| 6. | <u>OAKHURST WATER TOWER</u>
113 th & 76 th Avenue, Seminole, FL 33772 | | Multi Stream
*NP
*PL
*OCC/AI-Stl
*MP | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 7. | <u>SEMINOLE PARK</u>
10015 Park Boulevard, Pinellas Park, FL 33777 | | Multi Stream
*MP-NP/PL
*OCC/AI-Stl | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 8. | <u>COUNTY DEPARTMENT OF SOLID WASTE OPERATIONS</u>
3000 110 th Avenue N., St. Petersburg, FL 33716 | | Multi Stream
*NP
*PL
*OCC/AI-Stl
*MP | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 9. | <u>ANDERSON PARK</u>
39699 US Highway 19 North, Tarpon Springs, FL | | Multi Stream
*NP-MP/PL
*OCC/AI-Stl | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 10. | <u>SAND KEY PARK</u>
1060 Gulf Blvd, Clearwater, FL 33767 | | Multi Stream
*NP-MP/PL
*OCC/AI-Stl | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 11. | <u>BOTANICAL GARDENS</u>
12175 125 St N., Largo FL, | | Multi Stream
*NP-MP/PL
*OCC/AI-Stl | | Commingled
*NP-MP-OCC
*PL-AI-Stl |
| 12. | <u>WAL-MART</u>
35404 US Hwy 19N Palm Harbor FL/Alderman & US19N | | Multi Stream
*NP
*PL
*OCC/AI-Stl
*MP | | Commingled
*NP-MP-OCC
*PL-AI-Stl |

APPENDIX A – CURRENT COLLECTION CENTERS - CONTINUED

Bid Title: **Recycling Collection Center Services**
Bid Number: **067-0790-B (MW)**

13.

WAL-MART
23106 US Hwy 19N Clearwater Fl
NE Coachman & US 19N

Multi Stream
*NP-MP/PL
*OCC/AI-Stl

Commingled
*NP-MP-OCC
*PL-AI-Stl
14.

BOOKER CREEK EDUCATION CENTER
3940 Keystone Rd Tarpon Springs, Fl 34688

Multi Stream
*PL/AI-Stl
*MP-NP/OCC

Commingled
*OCC-NP-MP/PL-AI-Stl

APPENDIX B

Base Market Value & Example Annual Market Value

BASE MARKET VALUE				
Material	Market Index (1)	Market Value (\$/ton)	Material %	Base Market Value
Newspaper (2)	95.83	\$95.83	46%	\$44.08
Corrugated cardboard (3)	98.54	\$98.54	12%	\$11.83
Mixed paper (4)	68.13	\$68.13	32%	\$21.80
Aluminum cans (5)	87.29	\$1,745.83	1%	\$17.46
Steel cans (6)	187.92	\$187.92	1%	\$1.88
PET (7)	14.63	\$292.50		
Colored HDPE (8)	17.40	\$348.00		
Total Plastic (9)		\$320.25	8%	\$25.62
Base Market Value				\$122.70

EXAMPLE ANNUAL MARKET VALUE CALCULATION				
Material	Market Index (10)	Market Value (\$/ton)	Material %	Base Market Value
Newspaper (2)	77.50	\$77.50	46%	\$35.65
Corrugated cardboard (3)	100.00	\$100.00	12%	\$12.00
Mixed paper (4)	50.00	\$50.00	32%	\$16.00
Aluminum cans (5)	87.00	\$1,740.00	1%	\$17.40
Steel cans (6)	177.50	\$177.50	1%	\$1.78
PET (7)	14.00	\$280.00		
Colored HDPE (8)	15.00	\$300.00		
Total Plastic (9)		\$290.00	8%	\$23.20
Annual Market Value				\$106.00

Notes:

- (1) Market index prices are the averages of monthly prices for the preceding year.
- (2) Newspaper prices are the first published price of each month on the Secondary Fiber Pricing website (PS 8 news, Southeast average).
- (3) Corrugated cardboard prices are the first published price of each month on the Secondary Fiber Pricing website (PS 11, Southeast average).
- (4) Mixed paper prices are the first published price of each month on the Secondary Fiber Pricing website (PS 1, Southeast average).
- (5) Aluminum can prices are the first published price of each month on the Secondary Materials Pricing Index for Atlanta/Southeast (average) as published on the WasteNews website (sorted, baled, cents/lb. del.).
- (6) Steel can prices are the first published price of each month on the Secondary Materials Pricing Index for Atlanta/Southeast (average) as published on the WasteNews website (sorted, densified, \$/ton del.).
- (7) PET prices are the first published price of each month on the Secondary Materials Pricing Index for Atlanta/Southeast (average) as published on the WasteNews website (baled, cents/lb. picked up).
- (8) Colored HDPE prices are the first published price of each month on the Secondary Materials Pricing Index for Atlanta/Southeast (average) as published on the WasteNews website (baled, cents/lb. picked up).
- (9) Plastic composition is assumed to be 50% PET and 50% Colored HDPE.
- (10) Market index prices are fabricated for example purposes only.

WasteNews Website: www.wastenews.com

APPENDIX C – HISTORICAL COLLECTION DATA
--

Bid Title: **Recycling Collection Center Services**
 Bid Number: **067-0790-B (MW)**

HISTORICAL DATA

JUNE 2006 – MAY 2007

# Roll-off Pulls	1080
# Dumpsters Serviced	174

Materials Collected

Newspaper	786	tons
Corrugated Cardboard	205	tons
Mixed Paper	544	tons
Aluminum & Steel Cans	17	tons
#1 & #2 Plastic Bottles	129	tons
Total	1681	tons

HISTORICAL DATA

October 2005 – September 2006

Materials Collected

Newspaper	766	tons
Corrugated Cardboard	164	tons
Mixed Paper	324	tons
Aluminum & Steel Cans	15	tons
#1 & #2 Plastic Bottles	103	tons
Total	1372	tons

HISTORICAL DATA

October 2004– September 2005

Materials Collected

Newspaper	847	tons
Corrugated Cardboard	140	tons
Mixed Paper	161	tons
Aluminum & Steel Cans	16	tons
#1 & #2 Plastic Bottles	89	tons
Total	1253	tons

PINELLAS COUNTY PURCHASING

NON-MANDATORY PRE-BID MEETING SIGN IN SHEET

CONTRACT # 067-0790-B	CONTRACT TITLE: Recycling Center Collection Services	LOCATION(S) OF MEETING: Purchasing Dept. Conference Room, 400 S. FT Harrison Ave., Annex Bldg – 5 th Floor, Clearwater, FL 33756
DATE & TIME: OCTOBER 18, 2007 1:00 P.M.	PURCHASING STAFF: MIKE WILSON (727) 464-3154 Fax: 727-464-3925	mwwilson@co.pinellas.fl.us

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# EMAIL ADDRESS
1.	Mike Wilson	Pinellas County FL	727-464-3154	727-464-3925 mwwilson@co.pinellas.fl.us
2.	Andy Fairbanks	PCU - Solid Waste	464 - 7500	afairban@pinellascounty.org
3.	MIKE KONIARSKI	WASTE SERVICES OF FLORIDA 11500 43 RD ST NORTH, CLEARWATER FL	727 - 647-4384 CELL PHONE	M KONIARSKI @ WSII-US
4.	CHRIS MARTIN	3200 N COULSE LN Pompano Beach FL	404 313 1986	CMARTIN81 @ GMAIL.COM
5.	Jane Hubbard	19 S. FT. Harrison Clearwater, FL 33756	727 464-4608	jahubbar@co.pinellas.fl.us
6.	PAUL H. NYSTROM	1701 N. HERCULES AVE CLEARWATER, FL 33765	(727) 562-4930	paul.nystrom@myclearwater.com
7.	David Powers	"	(727) 562-4930	David.Powers@myclearwater.com
8.	Debbie Moore	1701 N. Hercules Ave.	727-562-4930	deborah.moore@myclearwater.com

* NOTE: If you are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending
This Sign-In Sheet can be found at: http://www.pinellascounty.org/purchase/Current_Bids1.htm under "Current Bids"

DATE: 11/12/2000

RECEIVED 12/30/00

101 W. HERMOSA AVE. (JUL) 2000

RECEIVED 12/30/00

CONTRACT # 067-0790-B	CONTRACT TITLE: Recycling Center Collection Services	LOCATION(S) OF MEETING: Purchasing Dept. Conference Room, 400 S. FT Harrison Ave., Annex Bldg – 5th Floor, Clearwater, FL 33756
DATE & TIME: OCTOBER 18, 2007 1:00 P.M.	PURCHASING STAFF: MIKE WILSON	mwwilson@co.pinellas.fl.us

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

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

	NAME OF ATTENDEE * COMPANY REPRESENTED	ADDRESS	TELEPHONE # CELLULAR #	FAX# EMAIL ADDRESS
9.	JULIA JABLONSKI	1701 N. HERCULES AVE. CLEARWATER, FL 33765	(727) 562-4929 (727) 224-7390	(727) 562-4939 julia.jablonski@mycleanwater.com
10.	Bill G. Williams	Smurfit Recycling Co.	813-238-6433	813-237-4105 WGilliams@smurfit.com
11.	JOE FERNANDEZ	3095 114 AVE N ST PETERS 33716	(727) 464-7549 (727) 580-5653	JFERNANDEZ PinellasCounty.org
12.	Larry Dallabetta	1708 Sweetpire Dr Trinity, FL 34655	(813) 394-1325	ldallabetta@um.com
13.	Joe Baker SP Recycling	8810 Enterprise Blvd Largo, FL 33773	727-507-0777	joe.baker@ spnewsprint.com
14.	Jay Findlay			
15.	Charlie Hobson			Charlie.hobson@ spnewsprint.com
16.				

* NOTE: If you are attending conference on behalf of another party or parties, please list parties on whose behalf you are attending

This Sign-In Sheet can be found at: http://www.pinellascounty.org/purchase/Current_Bids1.htm Under "Current Bids"

**BOARD OF COUNTY
COMMISSIONERS**

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



Joseph Lauro, CPPO/CPPB
Director

October 10, 2007

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: RECYCLING COLLECTION CENTER SERVICES

BID NUMBER: 067-0790-B (MW)

BID SUBMITTAL IS DUE: NOVEMBER 1, 2007 @ 3:00 P.M.

DEADLINE FOR WRITTEN
QUESTIONS REMAINS: OCTOBER 22, 2007 BY 3:00 P.M.

ADDENDUM NO. 1

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

QUESTIONS AND RESPONSES

- 1) Who currently is the vendor on the current contract?

County Response: The current contract is with the City of Clearwater Florida.

- 2) Is the current contract available to the public via download or at your office?

County Response: A copy of the current agreement is attached. Copies can also be picked up at our office.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No. 1, and return the signed sheet with your sealed bid.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

COPY

TO: Stephen M. Spratt, County Administrator

FROM: Pick Talley, Director of Utilities *Pick Talley*

SUBJECT: Second Option of Renewal Agreement with City of Clearwater
For Recycling Collection Center Services

DATE: November 6, 2006

RECOMMENDATION:

I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE AND EXECUTE THE SECOND OPTION OF RENEWAL AGREEMENT WITH THE CITY OF CLEARWATER, FLORIDA, FOR RECYCLING COLLECTION CENTER SERVICES IN AN AMOUNT NOT TO EXCEED \$113,307.78 ANNUALLY.

DISCUSSION:

In November of 2002, Pinellas County (County) entered into an Agreement with the City of Clearwater (City) to provide collection, processing and marketing services for the recycling collection centers located in the unincorporated areas of the County. The Agreement was for a 3-year term and provided for two (2) additional 12-month options of renewal with price increases not to exceed the amount indicated by the Consumer Price Index-All Urban Consumers Index (CPI), or 4 percent, whichever is less.

This Second Option of Renewal provides for a 12-month continuation of these services with a 4% CPI increase in line item compensation to the City. The total not-to-exceed Agreement amount will be \$113,307.78 annually. The increase in the not-to-exceed amount is attributed to the increase in the CPI from 3.2% used for the previous renewal period to 4%. The First Option of Renewal also took into consideration anticipated revenues for sale of recyclable materials. Due to current volatility in the marketplace, the Second Option of Renewal does not take any anticipated revenues into consideration. Any revenues that may be realized will serve to reduce the \$113,307.78 estimated expenditure.

The term of the Second Option of Renewal is November 17, 2006, through November 16, 2007. It is the final Option of Renewal for the Agreement. The source of funding is the Solid Waste Operating Budget.

Execution of the Second Option of Renewal is within the authority of the County Administrator, as delegated by the Board of County Commissioners, pursuant to Ordinance 06-67, Section 2-62(a)(1).

Recommendation Approved: 

Stephen M. Spratt, County Administrator

11/6/06
Date

Attachments:

Contract Review Transmittal
Agreement

Delegated Memorandum dated November 7, 2005

Delegated Memorandum dated November 1, 2002

Original Agreement

**PINELLAS COUNTY UTILITIES
CONTRACT REVIEW TRANSMITTAL
JOINT PROJECT - INTERAGENCY AGREEMENT**

PROJECT: Second Option of Renewal Agreement with City of Clearwater for Recycling Collection
Center Services

AGREEMENT PREPARED BY: Pinellas County PROJECT NUMBER: N/A

DATE: 9/26/06 ESTIMATED EXPENDITURE/REVENUE: \$113,307.78

In accordance with the policy guide for Contract Administration, the attached document(s) is submitted for your review and comment. Indicate any necessary change(s) by revising, **IN RED**, the appropriate section(s) of the document(s) to reflect the wording of the desired change(s). **Upon completion of your review, please forward to the next Review Authority in the sequence indicated below.** Thank you.

Return to Carol Smith, Contract Services, 3rd Floor, Utilities Building. All inquiries should be made to Carol Smith, Extension 33713

REVIEW SEQUENCE	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (If any)	COMMENTS REVIEWED AND INCORPORATED (Initials & Date)
Utilities (Originator)	<u>10/5/06</u>	<u>H. DeFord</u>	<u>Change per # on Appendix B as noted</u>	<u>✓ 10/5/06</u>
Utilities Project Mgr.	<u>10/13/06</u>	<u>J. DeFord</u>	<u>Change w/ Pricing</u>	
Risk Mgmt. Loretta Hunter	<u>10/9/06</u>	<u>[Signature]</u>		
Finance Robert Woodall	<u>10/16/06</u>	<u>[Signature]</u>		
Legal Don Crowell	<u>10/17/06</u>	<u>[Signature]</u>		
Legal Don Crowell	<u>10/20/06</u>	<u>[Signature]</u>	<u>Approved as to Form</u>	

**SECOND OPTION OF RENEWAL
TO THE AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA
AND THE CITY OF CLEARWATER, FLORIDA
FOR RECYCLING COLLECTION CENTER SERVICES**

This Second Option of Renewal Agreement, made and entered into this 86 day of November, 2006, by and between Pinellas County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), and the City of Clearwater, Florida, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, the COUNTY and the CITY entered into a three (3) year Agreement in November, 2002 for the collection, maintenance, processing and marketing services for the COUNTY'S Recycling Collection Centers, and

WHEREAS, this Agreement provides for two (2) 12-month options of renewal at the same terms and conditions as the original Agreement with price increases not to exceed the Consumer Price Index - All Urban Consumers Index, or 4%, whichever is less, and

WHEREAS, the COUNTY and the CITY wish to exercise this second and final option of renewal for said services at the current maximum 4% CPI increase,

NOW, THEREFORE, the COUNTY and the CITY, in consideration of the mutual covenants hereinafter set forth, agree that all provisions of the original Agreement shall remain in full force and effect except as modified herein.

1. **Section 6, Compensation and Revenue Share.**

6.1 **Collection:** The COUNTY shall compensate the CITY for its collection services on a per container basis. For each recycling container emptied by the CITY, the COUNTY shall pay the CITY as follows:

- | | |
|--|---------------------------|
| (a) Roll-off Container | \$126.16 per collection |
| (b) 8-Cubic Yard Container | \$ 53.24 per collection |
| (c) Adding or removing a 30 C.Y. Container | \$126.16 per container |
| (d) Adding or removing an 8 C.Y. Container | \$ 53.24 per container |
| (e) Overtime Rate | 1.5 times applicable rate |

6.2 Container Maintenance. For providing the services described in Section 5.3 of the Agreement, the COUNTY shall compensate the City as follows:

- | | | |
|---|--------------------|------------------------|
| (a) Painting (including preparation, primer, and 2 coats of blue paint) | Roll-off Container | \$161.00 |
| (b) Painting (including preparation primer and 2 coats of blue paint) | 8 C.Y. Container | \$ 96.60 |
| (c) Initial Modifications not to exceed: | | \$200.00 per container |
| (d) Adding, moving, altering or removing compartments to roll-off containers not to exceed: | | \$300.00 per container |
| (e) Welding and repairs \$53.66 per hour plus material costs | | |

2. **Appendix A** of the Agreement has been modified to reflect the current collection center locations, number of containers and schedules.
3. **Appendix B** of the Agreement has been modified to reflect the current COUNTY and CITY contact personnel.
4. All other terms and conditions of the original Agreement remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Option of Renewal Agreement executed the day and year first written above.

CITY OF CLEARWATER, FLORIDA

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

BY: *William B. Horne II*
City Manager

WILLIAM B. HORNE II

Date: 10/31/2006

BY: *[Signature]*
County Administrator

CITY OF CLEARWATER, FLORIDA
Countersigned:

ATTEST:

BY: *Frank V. Hibbard*
Mayor - ~~Commissioner~~
FRANK V. HIBBARD

BY: *Della Kelly*
Witness

CITY OF CLEARWATER, FLORIDA
ATTEST:

APPROVED AS TO FORM:
Office of the County Attorney

BY: *Cynthia E. Goudeau*
City Clerk
CYNTHIA E. GOUDEAU

BY: *[Signature]*
Assistant County Attorney

CITY OF CLEARWATER, FLORIDA
APPROVED AS TO FORM AND LEGALITY

BY: *Laura Lipowski*
Office of the City Attorney
LAURA LIPOWSKI
ASSISTANT CITY ATTORNEY



APPENDIX A **COLLECTION CENTERS, CONTAINERS, AND SCHEDULES**

1. **CURLLEW ROAD**
1825 Curlew Road, Palm Harbor, FL 34683

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Newspaper/Plastic	On-call
c.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
d.	30-cubic yard roll-off	Mixed Paper	On-call

2. **WILLIAM DUNN TREATMENT PLANT**
4100 Dunn Drive, Palm Harbor, FL 34683

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Newspaper/Plastic	On-call
c.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
d.	8-cubic yard container	Mixed Paper	Weekly

3. **JOHN CHESTNUT, SR. PARK**
2200 Eastlake Road, Palm Harbor, FL 34685

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Newspaper/Plastic	On-call
c.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
d.	30-cubic yard roll-off	Mixed Paper	On-call

4. **NORTH COUNTY GOVERNMENT CENTER**
29582 U.S. Highway 19 N., Clearwater, FL 33761

a.	30-cubic yard roll-off	Newspaper/Plastics	On-call
b.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
c.	8-cubic yard container	Mixed Paper	Weekly

5. **BANK OF AMERICA**
10900 Seminole Boulevard, Largo, FL 33778-3338

a.	30-cubic yard roll-off	Newspaper/Aluminum/Plastics/ Mixed Paper	On-call
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6. **OAKHURST WATER TOWER**
113th & 76th Avenue, Seminole, FL 33772

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Newspaper/Plastic	On-call
c.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
d.	30-cubic yard roll-off	Mixed Paper	On-call

7. **Seminole Park**
10015 Park Boulevard, Seminole, FL 33777

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
c.	8-cubic yard container	Mixed Paper	Weekly

8. **COUNTY DEPARTMENT OF SOLID WASTE OPERATIONS**
3000 110th Avenue N., St. Petersburg, FL 33716

a.	30-cubic yard roll-off	Newspaper/Plastic	On-call
b.	30-cubic yard roll-off	Cardboard/Aluminum	On-call
c.	8-cubic yard container	Mixed Paper	Weekly

9. Anderson Park
39699 US 19N Tarpon Springs 34689
 - a. 30-cubic yard roll-off Newspaper/Plastic On-call
 - b. 30-cubic yard roll-off Cardboard/Aluminum On-call
 - c. 8-cubic yard container Mixed Paper On-call

10. Sand Key Park
1060 Gulf Blvd Clearwater, Fl 33767
 - a. 30-cubic yard roll-off Newspaper/Plastic On-call
 - b. 30-cubic yard roll-off Cardboard/Aluminum On-call
 - c. 8-cubic yard container Mixed Paper On-call

APPENDIX B CONTACT LIST

NAME/TITLE	Contact Reason	Office # - PAGER/CELL	
Pinellas County			
Lex Madias Solid Waste Program Assistant	Pickup/Maintenance/Appearance	464-7500	
Joe Fernandez Solid Waste Program Coordinator	Contamination/Authorization Contract Amendments	464-7549	580-5653
Accounts Payable Utilities Finance	Billing	464-4215	
Deb Bush Operations Manager	Contract Amendments/ Contract Negotiation	464-7803	580-5313
Alex Crawford Inspector	Illegal Dumping	464-7518	438-7270
Bob Hauser Director, Utilities Department of Solid Waste Operations	Contract Negotiation	464-7541	420-5771
City of Clearwater			
Theron Johnson Service Coordinator	Pickup/Service	562-4920	224-7391
Julia Jablonski Solid Waste Program Coordinator	Contract Amendments/ Disposal & Maintenance	562-4929	224-7390
David Powers Senior Accountant	Contract Amendments/ Billing	562-4938	224-7386
Tom Downes Director, Solid Waste/ General Services Department Director	Contract Negotiations	562-4990	224-7382

**BOARD OF COUNTY
COMMISSIONERS**

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



Joseph Lauro, CPPO/CPPB
Director

October 17, 2007

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: RECYCLING COLLECTION CENTER SERVICES

BID NUMBER: 067-0790-B (MW)

BID SUBMITTAL IS DUE: NOVEMBER 1, 2007 @ 3:00 P.M.

DEADLINE FOR WRITTEN
QUESTIONS REMAINS: OCTOBER 22, 2007 BY 3:00 P.M.

ADDENDUM NO. 2

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

QUESTIONS AND RESPONSES

- 1) In Addendum # 1 "on call" pickups are initiated by the county or at the vendor's discretion?

County Response: County Response: See Section E paragraph 5.4.1 under "Collection Services." The County will call the vendor for pickups. The County will visit all sites multiple times per week, and place service calls on an as needed basis.

- 2) Four sites have been added since the initial contract, what mix of 8 yard containers and 30 yard containers are at those sites? i.e., Botanical Gardens, Walmart @35404 US 19, Walmart @23106 US highway 19, and Brooker Creek

County Response: See Appendix A for the planned configuration for each site.

The County intends to complete the removal of all 8 (eight) yard containers from service, before the new contract's start date.

- 3) One thing the addendum did not stipulate, or the initial contract for that matter, is the amount of revenues the county received for the recyclables in the last few years. This is a large part of the equation.

County Response: Information regarding Fiscal Years 06/07 and 05/06 is listed below:

**YEARLY RECYCLING REPORT
FISCAL YEAR 06-07**

MATERIALS	TOTAL POUNDS	TOTAL COST	CREDIT	FINAL COST
NEWSPAPER	1,579,151	\$ 37,360.15	\$ 39,259.11	\$ (1,898.96)
PLASTIC	286,326	\$ 38,466.50	\$ 16,075.28	\$ 22,391.22
ALUMINUM	40,579	\$ 16,662.84	\$ 22,820.64	\$ (6,157.79)
CARDBOARD	456,680	\$ 44,835.38	\$ 12,363.19	\$ 32,472.18
MIXED PAPER	1,223,046	\$ 26,508.28	\$ 19,995.82	\$ 6,512.46
TOTAL	3,585,782	\$ 163,833.15	\$110,514.04	\$ 53,319.11

**YEARLY RECYCLING REPORT
FISCAL YEAR 05-06**

MATERIALS	TOTAL POUNDS	TOTAL COST	CREDIT	FINAL COST
NEWSPAPER	909,370	\$ 24,012.90	\$ 24,822.11	\$ (809.21)
PLASTIC	99,291	\$ 25,637.42	\$ 16,643.00	\$ 8,994.42
ALUMINUM	24,760	\$ 14,285.71	\$ 14,035.18	\$ 250.53
CARDBOARD	216,308	\$ 39,598.66	\$ 5,514.25	\$ 34,084.41
MIXED PAPER	554,602	\$ 17,147.71	\$ 6,930.12	\$ 10,217.59
TOTAL	1,804,331	\$ 120,682.40	\$ 67,944.66	\$ 52,737.74

Total Cost is the amount that would have been paid if no revenue credits were available.
Final Cost equals the amount actually paid to the contractor after revenue credits were factored in.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No. 2, and return the signed sheet with your sealed bid. All Addendums can be downloaded from our Current Bids website at: http://www.pinellascounty.org/purchase/Current_Bids1.htm

Sincerely,

 Joseph Lauro, CPPO/CPPB
 Director of Purchasing

**BOARD OF COUNTY
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KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

October 26, 2007

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: RECYCLING COLLECTION CENTER SERVICES

BID NUMBER: 067-0790-B (MW)

BID SUBMITTAL IS DUE: NOVEMBER 1, 2007 @ 3:00 P.M.

DEADLINE FOR WRITTEN
QUESTIONS REMAINS: OCTOBER 22, 2007 BY 3:00 P.M.

ADDENDUM NO. 3

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

ADDITIONAL INFORMATION:

1. On page 25, site number 13 – correct spelling of that location is Brooker Creek Education Center.

QUESTIONS AND RESPONSES

- 1) We do not see anything in the bid about compensation for contamination/spoilage in the loads. Is that on purpose or will you consider adding something?

County Response: We do not intend to add anything into the bid about contamination/spoilage. Current rate – from reviewing the current contractor's invoices - is approximately five-percent (5%). Bidders should keep this percentage in mind when bidding.

- 2) Will the County be responsible for any hazardous waste found in the loads? Currently we contact the source of the load and expect them to come and take care of it as we do not have the hazmat expertise.

County Response: Yes we will be responsible for hazardous materials found in County loads. You can contact us and we will take the appropriate action based on the contamination.

- 3) The bid says you are most interested in the two-stream method. Can we just bid the five-stream method if we'd like? Will we be penalized in any way for only bidding the five-stream method?

County Response: Vendors can bid on one option, or both options without penalty either way.

- 4) How are rebates handled – taken off the invoices?

County Response: Yes, rebates will be listed as credits on the monthly invoices.

- 5) Can you explain why the County is more interested in the two-stream method than the current five-stream method?

County Response: We wish to simplify recycling for our citizens and to optimize our use of space at the drop-off centers, and the efficiency of our collection system.

- 6) Will the County consider using something besides the AMV? For instance mixed paper could be \$45.00 and go to \$115.00 – possibly use OBM for paper, calculate revenue and share on a monthly basis.

County Response: No

- 7) Can we negotiate if Appendix B changes percentage wise – for instance if newspaper goes down?

County Response: As discussed in 6.4.E the County may audit for percentage verification at it's discretion, if the contractor chooses to audit the percentages and present documents to the County we will validate the suggested percentage adjustment. However, we will only make adjustments on an annual basis.

- 8) Do the residents understand the current program – what material goes into which container etc.?

County Response: Yes the residents understand the current program / container setup. There will always be some who miss the list etc. however.

- 9) Will the County be adding / removing locations during the life of the contract?

County Response: Yes

- 10) In Section B – paragraph 8 talks about Worksite Sanitation. Are we to check the sites daily and clean them? That does not seem practical. For instance if a hurricane hits the area and there is debris everywhere at the sites.

County Response: The contractor is expected to clean up after their own operations. Your attention is also directed to Section E paragraph 5.4.2 concerning recoverable materials found at the site outside the containers and paragraph 5.4.3 concerning litter found on site. On a related note - Section E paragraph 5.6 discusses illegal dumping at the sites.

- 11) Revenue sharing – how did you come up with your format? Can we possibly use different published reports? Can we adjust monthly instead of yearly?

County Response: First question: the format was created after reviewing the current contract and reflects the directions the County would like to go concerning recycling services. "No" is the answer for the next 2 questions.

- 12) On page 17, Section E. paragraph 7.1 missed container service– can you clarify that the clock starts the date and time the calls/faxes or emails arrive during normal business hours? If a fax is received at midnight we would ask that the time start the morning of the next business day.

County Response: We will be sending faxes/emails no later than 5:00pm. If the occasion arises that we need to send it after that time, a phone call will be made to get in touch with the contractor.

- 13) On page 17, Section E, paragraph 7.2 no replacement container – we see that the County intends to provide two replacement containers to the winning contractor. If more are needed will the County have spares – so we are not penalized for something beyond our control?

County Response: Yes the County will provide more containers for replacements.

- 14) We understand you currently have some eight yard containers at some sites. Can you tell us why they are being removed – and if it is possible to keep them in service if they would better fit our plans for service?

County Response: No, we prefer the 30 yard containers.

- 15) How will the unspecified materials money be used during the contract?

County Response: Please see page 9 Section B paragraph 10 for information on unspecified services/materials.

- 16) Will we encounter any problems dropping containers at any of the sites? Is there enough room? What type of surface do the sites have – concrete – asphalt or ?

County Response: Most of our sites have both concrete and asphalt but one site has crushed stone. The operator will need to be careful when loading and unloading a container. Damage at the drop off sites will be the contractor's responsibility. You will need to visit the sites to determine the size limitations for your operator. The current contractor completes the route with no problems.

- 17) What are the busiest sites, slowest sites etc.?

County Response: Our top six busiest sites are: Oakhurst Water Tower, John Chestnut Sr. Park, Curlew Road, Wal-Mart Alderman and U.S. Highway 19, North County Government Center and Seminole Park. Currently the slowest site is located at Brooker Creek. We are thinking of moving that site closer to the main highway – which would increase the drop-offs in that community.

- 18) In Section A General Conditions:

Page 2 Item 8 Award of Contract (e)

At the pre-bid conference it was stated the winning Contractor could negotiate the start date with the County (e.g., 30-45 days). Please confirm.

County Response: The contractor will need to make this known at the submittal of their bid. The present contract ends November 16th 2007 and we would like a seamless transition to the new contractor.

Is it correct that the County cannot commit until the Board of County Commissioners approves the proposal?

County Response: The answer to this is based on the amount of the awarded contract. Amounts between 100K & 250K the County Administrator can approve. Below 100K the Purchasing Dept can approve.

Page 5 Item 27 Cancellation (a-d)

This section provides for the County's cancellation of the proposed contract. Shouldn't the Contractor have the same cancellation provisions?

County Response: No – these are our standard County contract terms and conditions.

19) In Section E Specifications:

Page 14 Item 4 Responsibilities of the County, Item 4.4.3 and Page 17 Item 7 Penalties, Item 7.2
At the pre-bid conference, it was stated that the County would provide "sufficient" additional containers for the Contractor to service all fourteen recycling collection centers. Please specify how many containers will be provided. How will those containers be configured?

County Response: The containers will be configured based on which option is awarded and they will be modified to fit that option.

Page 17 Item 7 Penalties, Item 7.1

Will this penalty still be assessed if "...call, fax or email" are received after regular business hours? This could be corrected by inserting the phrase "during regular business hours, Monday through Friday".

County Response: We will be sending faxes/emails not later than 5:00pm Monday thru Friday. If the occasion arises that we need to send it after that time, a phone call will be made to get in touch with the contractor. Saturday pickups are allowed at all sites.

20) Example Bid Submittal received at pre-bid conference on 10/18/07

Page 2 – Examples for 6.4 (c) - Annual Revenue Adjustment

This example is not clear. Dates are hard to follow
AMV is Average Market Value here versus Annual Market Value on Page 13's definitions. Which should it be?

County Response: Annual is correct, not average (see revised example page)

Could you please re-write an example that describes what might happen over the three-year life of this contract and make it clear to which year the examples apply? **See attached example.**

We believe that the BMV will be amended to the new AMV value on November 1, 2008. Is that correct? (If so, please ensure new example uses that number.)

County Response: Your assumption is incorrect. The BMV will not change; it is a fixed point of reference to be used for adjusting the revenue per ton credited to the County each year. See revised example page for further explanation.

- 21) Mainly I am concerned with the base price as tied to the current manner of collection (5 stream pre-sorted). If the collection method of dual stream is chosen should there not be a base price for the commodities simply for mixed paper and co-mingled containers?

Although the percentages by weight are listed by commodity, what if a processor does not have the capability to sort the fiber stream and therefore bales and sell's as mixed paper (Which is what it will be once picked up at each site)?

Will a base price be established for both mixed paper and co-mingled containers? The current base price for year one would be very high if we are only talking about mixed paper.

County Response: BMV is the current value of the county's recyclables. Bidders should propose revenues to be credited to the county based on this information and knowledge of their processing capabilities.

- 22) Will alternate bids be accepted?

County Response: Alternate bids will not be accepted.

While I have your attention, the revenue per ton credited to the County in Section F Option # 1, is that what the County is saying the Base Market Value is? (As shown in Appendix B with the base market value of \$122.70) So that would be the minimum rebate accepted by the County?

County Response: Please review sample for further explanation.

With addendum three not out yet, do you anticipate a change in the due date?

County Response: No

- 23) On Appendix C-Historical Collection Data, you are showing that from June 2006 through May of 2007 there were 1080 roll off pulls. At the renewal price with the City of Clearwater for the last renewal ending this November, the Cities price they charged the County per roll off container collection was \$126.16

If you take the 1080 roll off hauls and multiply them by the per haul rate of \$126.16 you have a total roll off charge of \$136,252.80 for a twelve month period yet in the renewal recommendation there is a NOT TO EXCEED annual price of \$113,307.78

The roll off pulls alone exceed the annual not to exceed number. This does not even include the cost to dump current FEL containers, adding or removing a 30 yd box, adding removing an 8 yard box, over time, container repair and fab work.

Are the roll off hauls of 1080 for that twelve month period actual or estimated. This number the County has reported for roll off hauls from June 2006 through May 2007 equates to 90 roll off containers pulled per month, is that factual ?

County Response: The current contract does not perfectly match the new contract. Sizes of containers are being standardized, configuration of the containers will be changing – these things will change the number of pulls. The current contract should only be used as an example. The \$113,307.78 figure was a top end estimate. With revenue sharing the actual annual dollar amount paid out by the County was \$53,319.11 in fiscal year 06-07 and \$52,737.74 in fiscal year 05-06.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No. 3, and return the signed sheet with your sealed bid. All Addendums can be downloaded from our Current Bids website at: http://www.pinellascounty.org/purchase/Current_Bids1.htm

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Lauro", with a stylized "JL" monogram to the right.

Joseph Lauro, CRPO/CPPB
Director of Purchasing

NOTES ON APPENDIX B - ALL FIGURES ARE FOR EXAMPLE ONLY

Base Market Value (BMV) is provided as a current assessment of the total per ton value of all materials collected in Pinellas County's recycling drop off centers. It shows the composition of recyclables currently received and their current market values. It is provided so that interested parties can make informed decisions about how they wish to bid revenue per ton to be credited to Pinellas County.

Example Concept for Revenue Share:

Base Market Value	\$122.70 (set in ITB)
Operation & Maintenance	-\$30.00 (for example only - not disclosed in bid)
Profit	-\$18.00 (for example only - not disclosed in bid)
Revenue Per Ton Credited to County	\$74.70 (specified in bid)

Each November, a new Annual Market Value (AMV) will be generated based on the indexes cited in Appendix B. Subsequently, a new revenue per ton to be credited to Pinellas County will be determined each November by multiplying the ratio of AMV/BMV to the revenue per ton originally specified in the winning bid.

Examples for 6.4(c) - Annual Revenue Adjustments Over a 3-year Period:

After 12 months: AMV decreases to \$106.00 per ton (as shown in Appendix B)

November 1, 2008 Annual Market Value (AMV)	\$106.00	(example from Appendix B)
Base Market Value (BMV)	\$122.70	(set in ITB)
AMV/BMV	0.8639	(ratio)
Original Revenue Per Ton Credited to County	\$74.70	(specified in bid)
New Revenue Per Ton Credited to County	\$64.53	(effective December 1, 2008)

After 24 months: AMV increases to \$150.00 per ton

November 1, 2009 Annual Market Value (AMV)	\$150.00	(example)
Base Market Value (BMV)	\$122.70	(set in ITB)
AMV/BMV	1.2225	(ratio)
Original Revenue Per Ton Credited to County	\$74.70	(specified in bid)
New Revenue Per Ton Credited to County	\$91.32	(effective December 1, 2009)

After 36 months: AMV decreases to \$130.00 per ton

November 1, 2010 Annual Market Value (AMV)	\$130.00	(example)
Base Market Value (BMV)	\$122.70	(set in ITB)
AMV/BMV	1.0595	(ratio)
Original Revenue Per Ton Credited to County	\$74.70	(specified in bid)
New Revenue Per Ton Credited to County	\$79.14	(effective December 1, 2010)