



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name:	Transportation of Recyclables from Indian River County to St. Lucie County
Bid #:	2020028
Bid Bond Required:	No
Public Construction Bond Required:	No

Bid Opening Date: Friday, February 7, 2020

Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

Refer All Questions to:

Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Solid Waste Disposal (SWDD) Board is calling for and requesting bids for the following:

Bid # 2020028

Transportation of Recyclables from Indian River County to St. Lucie County

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Deadline for receipt of bids has been set for **2:00 P.M. on February 7, 2020**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The SWDD Board reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER
INDIAN RIVER COUNTY**

Publish: Demandstar and Vendor Registry

Date: Wednesday, January 15, 2020

Statement of No Bid

Should you elect not to bid, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- ☐ Project is located too far from our base of operations
- ☐ Project value too low
- ☐ Project specifications unclear (please explain below)
- ☐ Material availability may be a challenge
- ☐ Our current schedule will not allow us to perform
- ☐ Unable to meet insurance requirements
- ☐ Other:
- ☐ Other:

General comments regarding the bid and/or plans and specifications:

Instructions to Bidders

General Terms and Conditions

Cone of Silence. Potential bidders/respondents and their agents must not communicate in any way with the SWDD Board, SWDD Administrator or any SWDD staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the SWDD Board meets to authorize award. Such communication may result in disqualification.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Opening Location: It will be the sole responsibility of the Bidder to deliver personally or by mail or other delivery service, their proposal to the office of the Indian River County Purchasing Division. Bids should be delivered to 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be considered.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. **Bids not submitted on the attached form(s) shall be rejected.** Submittal of one marked original bid and one copy is required unless otherwise instructed.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The SWDD may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the SWDD and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Irrevocable Offer: Bidder warrants by virtue of bidding that the prices quoted in this bid will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by SWDD.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the SWDD, without prejudice to SWDD's other rights and remedies.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Indemnification: The successful Bidder shall defend, indemnify and hold harmless the SWDD and its board members, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor (or vendor), or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The SWDD and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. All permit, impact, or inspection fees payable to SWDD in connection with the work on this SWDD project will be paid by SWDD, with the exception of re-inspection fees. The Bidder shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in the bid.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Variations to Specifications: For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the SWDD, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the SWDD reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the SWDD does not approve the substitution.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The SWDD shall not be responsible for oral interpretations given by any SWDD employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

Default Provision: In case of default by the Bidder, SWDD, may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Manufacturer's Certification: SWDD, reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the proposal.

Signed Bid Considered an Offer: This signed bid shall be considered an offer on the part of the Bidder. SWDD, shall deem the offer accepted upon approval.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: SWDD will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: SWDD will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the SWDD, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the SWDD shall disclose any relationship that may exist between the contracting entity and a SWDD Board Member or a SWDD Employee. The relationship with a SWDD Board Member or a SWDD Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a SWDD approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Cancellation: It is the intention of SWDD to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the SWDD shall be reason for termination of the award.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the above instructions *may* result in rejection of the bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, SWDD assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. *(Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.)*

Supplemental Information: SWDD reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: SWDD reserves the right to cancel the bid, accept or reject any and all bids or waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The SWDD reserves the right to not make any award(s) under this bid.

Termination by SWDD: SWDD reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. SWDD also reserves the right to terminate this contract for convenience of SWDD and / or with or without cause.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Public Record Law: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Licensure: Bidder and all drivers must possess State of Florida Commercial Driver's License (CDL).

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- **Worker's Compensation Insurance:** The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in

amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	Commercial General A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
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Automobile \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles
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- ***Proof of Insurance:*** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

SWDD reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

Technical Specifications

Scope

The Indian River County (IRC) Solid Waste Disposal District (SWDD) has entered into an Interlocal Agreement with St. Lucie County Board of County Commissioners effective November 19, 2019. The Agreement is valid through an initial five (5) year term through September 30, 2025 with an automatic renewal for an additional 5 year term unless terminated by either party one year prior to the end of the first term.

The Agreement is for the processing of Recyclables, which include Old Corrugated Cardboard, Single Stream Recyclables and separated Film. The Agreement does allow for St. Lucie County to reject certain qualified loads, which would require back hauling to the Indian River County.

SWDD is issuing this bid to request a qualified licensed and insured bidder to provide transportation of recyclables from the Indian River County Materials Recovery Facility (MRF) located at 1325 74th Ave SW, Vero Beach, FL 32968 to the St. Lucie County Recycling Facility located at 6120 Glades Cut-Off Road, Ft. Pierce, FL 34981. The bidders are required to back haul, if necessary, any material rejected by St. Lucie County and to also transport rejected material from the IRC MRF to the IRC Landfill (same address).

The bidders are required to provide transportation vehicles as necessary from 7 am to 5 pm Monday through Friday and on Saturdays following certain holidays. The loading of the Recyclables at the IRC MRF will be provided by a third party vendor contracted by SWDD. The bidders will weigh-in empty and weigh-out full at the IRC Scalehouse and vice versa at the St. Lucie County Recycling Facility.

Invoices will be based on tonnages from the IRC MRF. The successful bidder, once each month, shall submit an invoice to SWDD no later than the 10th day of each month for the previous month's tonnage. All payments for services shall be made to the successful bidder by SWDD in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

An annual Purchase Order will be issued for this work. The term will begin upon award through initial term of September 30, 2020. The term will be renewed annually by the Purchasing Manager on one-year terms through September 30, 2025, based on mutual agreement and SWDD determination that renewal is in its best interest.

The successful bidder may request an annual rate adjustment and such requests shall not be refused if within the funding authority of SWDD. Such request must be submitted in writing to SWDD no later than April 30 of the year in which approved Bidder would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by the County Administrator or his designee. If approved, the rate adjustment would become effective October 1 of that year. No adjustment will be considered prior to 2021.

If a rate adjustment is requested, the Contract Bid Price shall be adjusted as specified in Exhibit A and shall not exceed three percent (3%) for any single adjustment. Successful Bidder shall provide notice to SWDD of such adjustment, provided that failure to provide such notice shall not void this Section or be deemed to be a breach of this Agreement.

EXHIBIT A – CALCULATION OF RATE ADJUSTMENT

One Hundred Percent (100%) of the rate adjustment shall be based on seventy-five percent (75%) of the change in the Consumer Price Index (CPI) between the month of April in the prior year (CPI1) and the month of April in the current year (CPI2). The CPI shall be the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0)

If the designated index is discounted or substantially altered, Owner may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices. The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.0%) of the previous rate.

FORMULA FOR CALCULATING ANNUAL RATE ADJUSTMENT

$$\text{Annual Adjustment (as a Percentage) AA} = (((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.75);$$

$$\text{New Rate} = \text{Round} ((\text{Current Rate} + \text{AA} * \text{Current Rate}), 2)$$

Where:

“CPI1” = published CPI average for the month of April of the prior year

“CPI2” = published CPI average for the month of April of the current year

SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENT INCREASE

Assumptions: Current Rate = \$10.00 CPI1 = 226.618
CPI2 = 227.955

$$\text{Annual Rate Adjustment} = ((227.955 - 226.618) / 226.618) * 0.75 = 0.44\%$$

Annual Rate Adjustment of 0.44% is less than 3.0%, the maximum allowed.

$$\text{New Rate} = \text{ROUND} (\$10.00 * (1 + 0.0044), 2) = \$10.04$$

SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENT DECREASE

Assumptions: Current Rate = \$10.00 CPI1 = 226.618
CPI2 = 225.618

$$\text{Annual Rate Adjustment} = ((225.618 - 226.618) / 226.618) * 0.75 = -0.33\%$$

$$\text{New Rate} = \text{ROUND} (\$10.00 * (1 + (-0.0033)), 2) = \$9.97$$

Annual Rate Adjustment is subject to the approval of the County Administrator or his designee.

The following table shows the quantities (tons) of recyclable materials for the past four years:

Materials	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Total	Average
Old Corrugated Cardboard	2,358	2,586	2,130	898	7,972	1,993
Single Stream Recyclables	14,770	15,953	17,302	15,614	63,639	15,910
Total	17,128	18,539	19,432	16,512	71,611	17,903

Quantities provided on the bid form are estimated only, and no guaranteed minimum is promised.

End of Technical Specifications

Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416



Bid Form

Project Name **Transportation of Recyclables from Indian River County to St. Lucie County**

Bid #: 2020028

Bid Opening Date and Time: February 7, 2020 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Bidder Name: _____

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Scope of Work	Annual Quantity	Unit Price	Unit Type	Annual Amount
TRANSPORT SINGLE STREAM RECYCLABLES FROM IRC MRF TO ST. LUCIE RECYCLING FACILITY	18,000	\$	Per Ton	\$
TRANSPORT OLD CORRUGATED CARDBOARD FROM IRC MRF TO ST. LUCIE RECYCLING FACILITY	2,000	\$	Per Ton	\$
TRANSPORT SEPARATED FILM FROM IRC MRF TO ST. LUCIE RECYCLING FACILITY	12	\$	Per Load	\$
TRANSPORT RESIDUE FROM ST. LUCIE RECYCLING FACILITY TO IRC LANDFILL	12	\$	Per Load	\$
TRANSPORT RESIDUE FROM IRC MRF TO IRC LANDFILL	12	\$	Per Load	\$
Total Annual Amount				\$

Total Annual Amount in Words

The following addenda are hereby acknowledged:

Addendum Number

Date

Company Name			
Primary Logistics Contact		W-9	Attached <input type="checkbox"/>
Contact Phone		Proof of Insurance	Accord form attached <input type="checkbox"/>
License Number(s)		Contact Email	
Address			

List of Resources			
Trucks/Trailers (list type):	Quantity	Make/Model	Year
Number of CDL Licensed Drivers			

Reference Company/Agency			
Contact Name		Contact Phone	
Contact Title		Contact Email	
Scope of work			

Reference Company/Agency			
Contact Name		Contact Phone	
Contact Title		Contact Email	
Scope of work			

Reference Company/Agency			
Contact Name		Contact Phone	
Contact Title		Contact Email	
Scope of work			

Reference Company/Agency			
Contact Name		Contact Phone	
Contact Title		Contact Email	
Scope of work			

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Bidder's Signature

Date: _____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO
ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020028
for Transportation of Recyclables from Indian River County to St. Lucie County

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a SWDD Board Member or SWDD employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any SWDD Board Member or SWDD employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a SWDD Board Member or SWDD employee:

Name of Affiliate or entity	Name of SWDD Board Member or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the SWDD may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date