

**AGREEMENT FOR MAINTENANCE OF
COUNTY PARKS AND BOAT RAMPS PD 16-17.008**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Keep Pensacola Beautiful, Inc., (hereinafter referred to as "Contractor"), a Florida not for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-1863230, and whose principal address is 9 West Blount Street, Pensacola, FL 32501.

WITNESSETH:

WHEREAS, on October 24, 2016, the County issued an Invitation to Bidders (PD 16-17.008) seeking the services of a contractor to perform waste collection and disposal and restroom maintenance for County parks and boat ramps; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for an initial term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of any term.

After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed the duration of 3.5 years.

3. **Scope**. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Clean-up of Parks and Boat Ramps, Specification No. P.D. 16-17.008, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor at a rate of \$5.50 per barrel and \$33.50 per restroom in accordance with the Bid Form dated December 18, 2016, attached hereto as **Exhibit B**.

5. Method of Payment/Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County may terminate this Agreement immediately for cause or for convenience upon providing thirty (30) days prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Keep Pensacola Beautiful, Inc.
Attention: Christopher Wise
9 West Blount Street
Pensacola, Florida 32501

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

(The remainder of this page has been intentionally left blank – Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: 2-9-2017

By: [Signature]
Deputy Clerk

BCC Approved: 1-19-2017



CONTRACTOR: KEEP PENSACOLA
BEAUTIFUL, INC.

By: [Signature]
Christopher M. Wise, Executive Director

ATTEST:

By: [Signature]
Corporate Secretary
(SEAL)

Date: 31 JAN 17

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/29/10

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CLEAN-UP OF PARKS AND BOAT RAMPS
SPECIFICATION PD 16-17.008

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED. **BIDS WILL BE ACCEPTED ONLY FROM BIDDERS ATTENDING THE MANDATORY PRE-BID CONFERENCE ON NOVEMBER 2, 2016.**

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- CERTIFICATION AND ACKNOWLEDGEMENT LETTER FOR THE RETURN OF CDs AND COPIES OF BUILDING PLANS EXEMPT FROM PUBLIC RECORDS LAW
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

CLEAN-UP OF PARKS AND BOAT RAMPS

SPECIFICATION NUMBER PD 16-17.008

BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CST, Thursday, November 17, 2016

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Grover Robinson, IV Chairman
Wilson B. Robertson Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry**

A Mandatory Pre-Bid Conference will be held at Parks and Recreation at 1651 E. Nine Mile Road, Pensacola, Florida at 10:00 a.m. CDT, Wednesday, November 2, 2016. All bidders are required to attend.

Procurement Assistance:
Claudia Simmons
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4980
Fax: (850) 595-4805
Website: www.myescambia.com
Email: casinmon@co.escambia.fl.us

Technical Assistance:
Michael Rhodes
Department Director
Parks and Recreation
1651 E. Nine Mile Road
Pensacola, FL 32514
Tel: (850) 475-5220

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the

opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

CLEAN-UP OF PARKS AND BOAT RAMPS

PD 16-17.008

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Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA SUBMIT OFFERS TO:

Claudia Simmons
Purchasing Manager
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

Clean-up of Parks and Boat Ramps

SOLICITATION NUMBER: PD 16-17.008

SOLICITATION

MAILING DATE: Monday, October 24, 2016

PRE-BID CONFERENCE: **MANDATORY PRE-BID CONFERENCE, at Parks and Recreation 1651 E. Nine Mile Road, Pensacola, Florida at 10:00 a.m. CDT, Wednesday, November 2, 2016. All bidders are required to attend.**

OFFERS WILL BE RECEIVED UNTIL: 3:00p.m., CST on Thursday, November 17, 2016 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____
 DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

TERMS OF PAYMENT: _____

VENDOR NAME: _____
 ADDRESS: _____
 CITY, ST. & ZIP: _____
 PHONE NO.: (____) _____
 TOLL FREE NO.: (____) _____
 FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
 (TYPED OR PRINTED)

**
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR
 Name and Title of Signer (Type or Print) _____
 Name of Contractor _____
 By _____
 Signature of Person Authorized to Sign Date
 ATTEST: _____
 Corporate Secretary Date
 [CORPORATE SEAL]
 ATTEST: _____
 Witness Date
 ATTEST: _____
 Witness Date

ESCAMBIA COUNTY FLORIDA
 Name and Title of Signer (Type or Print) _____
 By _____
 County Administrator Date
 WITNESS _____
 Date
 WITNESS _____
 Date
 Awarded Date _____
 Effective Date _____

BID FORM
Specification Number PD 16-17.008
Clean-up of Parks and Boat Ramps

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Clean-up of Parks and Boat Ramps** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Unit Cost</u>	<u>Bid Form</u>
Cost per barrel	\$ _____
Cost per Restroom Service	\$ _____

RATES ARE TO INCLUDE ALL COSTS ASSOCIATED WITH CONTRACT REQUIREMENTS.

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Business location within a CRA district of Escambia County? Yes NO

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste

Date of Issuance _____ Persons to contact for emergency service/call in service

Contact #1
Name _____
Phone/Cell/Pager #: _____

Contact #2
Name _____
Phone/Cell/Pager # _____

Person to contact for disaster service:

Home Phone/Cell/Pager #: _____

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$500.00

Page 1 of 2

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

(Revised 12/21/01)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

(Revised 4/05/05)

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

Offers will be considered from bidders who have attended the **Mandatory Pre-Bid Conference** on November 2, 2016. All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 16-17.008 "Clean-up of Parks and Boat Ramps", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for

violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Procurement Questions**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, (850) 595-4987, Fax (850)595-4805, Email: casimmon@myescambia.com Technical Questions will be forwarded to Michael Rhodes at the Parks and Recreation Department by Purchasing.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

THE BID FORM MUST INCLUDE THE INFORMATION ON THE NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR COLLECTION OF SOLID WASTE.

5. **Emergency Services/Call In Service**

The contract resulting from this solicitation is for services that are required during **EMERGENCY OR WITH LESS THAN 24 HOUR NOTICE**. The contractor must be available for call in service as needed. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

6. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

8. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

9. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

11. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

12. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis. Indefinite quantity, indefinite delivery contracts and multiple awards may be considered.

16. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

17. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

18. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in Exhibit "C".

It is understood by all bidders that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed.

Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

PD 16-17.008

Clean-up for Parks and Boat Ramps

EXHIBIT A

Scope of Work

Escambia County Parks and Recreation Department is seeking the services of a contractor to provide the equipment, supplies and labor to perform the function of trash clean-up, removal and disposal for at least 75 recreational facilities. In addition, the contractor is to provide cleaning and restocking service for at least 3 restroom facilities. The Contractor must supply and stock all restroom supplies.

The collection and disposal of waste must be performed by a company holding a valid Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with Escambia County per Solid Waste Ordinance Sec. 82-132.(a). Therefore, vendor must (a) already have a Franchise Agreement, or (b) contract for container service with a valid Agreement holder prior to beginning service under this contract.

The service requirements and facility locations are detailed in Exhibit "B" – Service Requirements and Exhibit "C" – Facility Locations in this solicitation.

THIS INVITATION TO BID HAS A MANDATORY PRE-BID MEETING SCHEDULED AS FOLLOWS:

DATE: WEDNESDAY, NOVEMBER 2, 2016

TIME: 10:00 AM CDT

**LOCATION: PARKS AND RECREATION DEPT.
1651 E. NINE MILE ROAD
PENSACOLA, FLORIDA 32514**

PD 16-17.008

CLEAN-UP OF PARKS AND BOAT RAMPS

EXHIBIT B

**2016-2017 Escambia County Parks and Recreation
Trash Removal Requirements and Notes**

A. Trash Collection/Removal

- All trash barrels will be collected from parks on the list provided once a week, up to 4 times per week as dictated on park list.
- Trash collection schedules maybe adjusted due to seasonal activities at individual parks, but only the Parks Dept. can alter and request this collection adjustment.
- The vendor shall be " ON CALL" to service parks within 12 hours, but in most circumstances within 6 hours of the call out.
- In addition to trash collection from each barrel, the vendor will be required to pick up any litter, fallen trash, or debris within 30 ft of each barrel at each individual park.
- The vendor shall pick up any litter or debris within playground areas or within fenced in areas of the referenced park.
- The vendor shall remove and replace trash bags in all containers at each scheduled visit. This is inclusive of doggie trash bags at Dog Parks, which are included in Parks list.
- At the 3 Perdido Beach access areas, the public beach area must be cleaned at least 50 yards to the right and left of the walk in line in order to clean the entirety of the public beach area.
- The vendor shall report any misuse of barrels to the Parks and Recreation Supervisor.
- Vendor shall report any potential safety issues immediately to the parks field supervisor via phone call or text messaging regardless of date or time.

B. Restroom Maintenance

- The vendor shall be responsible for cleanup at the restroom facilities and restocking of restroom supplies inclusive of toilet paper and paper towels at the Perdido Beach accesses along with the Perdido Kids Park. These respective facilities must be serviced 3-4 times per week based on the season, and will be dictated by the Parks Department.
- The vendor shall provide all restroom cleaning supplies, toilet paper, along with paper towels for any restroom facility that is referenced on list of parks. When cleaning,

restrooms must be swept and restroom floors washed down, hand wash basins cleaned along with toilet fixtures, and mirrors cleaned with a cleaning solution. Products and supplies must be provided by the vendor.

C. Operating Requirements/Conditions

- **The vendor shall park their respective vehicles in a safe manner in designated spots when at parks. The vendor shall not take trucks or trailers into the interior areas of respective parks, but only to designated parking areas. No common park areas should be damaged by vendor vehicles. If this should occur, the vendor shall be responsible for immediate repair.**
- **The vendor shall provide all correctly sized trash bags along with doggie bags for respective dog park receptacles.**
- **Vendor shall provide their own trucks, trailers, and any other equipment that may be needed.**
- **Vendor shall provide their own gasoline and any other services and maintenance to their equipment.**
- **Vendor shall provide own vehicle registration and insurance.**
- **The county shall not be responsible for any damages to the vendor's equipment during trash collection or work within this specification.**
- **Vendor shall receive payment from the county once per month, with required submittal of invoice from the vendor.**
- **Vendor shall compensate their workers or employees at their own discretion.**
- **Vendor shall dispose of all collected trash or debris in an Escambia County approved disposal manner at an approved location and the vendor shall be responsible for all dumping and tipping fees. Failure to comply with this will result in cancellation of respective contract and proper documentation.**

2016-2017 Parks and Recreation Trash Removal Specifications

	Parks	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
1	Aero Vista	120 Marine Drive	Warrington	32507	1	4	1	
2	Aviation Field	2900 Miller Street	Pensacola	32503	2	3	1	
3	Avondale	6809 Vestavia Lane	Pensacola	32526	8	4	1	
4	Barrineau Park & Community Center	6055 Barrineau Park School Rd.	Molino	32577	3	2	1	
5	Beulah Community Center	7425 Woodside Road	Pensacola	32526	5	1	1	
6	Beulah Regional Park	Mobile Hwy. W. of Equestrian Center	Pensacola	32526	8	6	1	Dog Station Service Station
7	Bratt/ Travis Nelson	4525 West Hwy. 4	Bratt	32535	40	5	1	
8	Brentwood	4905 N. Palafox Street	Pensacola	32505	3	4	2	
9	Bristol	5311 Bristol Avenue	Pensacola	32505	3	4	2	
10	Byrneville	1707 Highway 4-A	Century	32535	4	4	1	
11	Carriage Hills/Charbar	1810 Broyhill Drive	Pensacola	32526	1.5	2	1	
12	Carver	208 Webb Street	Cantonment	32533	2	6	1	
13	Chimes Way	5002 Chimes Way	Pensacola	32505	3	5	2	
14	Civitan Neighborhood Park	404 2nd Street	Warrington	32507	2	4	1	Area NE Corner of 2nd & Sunset
15	Corry I	120 Manchester Street	Warrington	32507	2	4	1	
16	Davisville Community Center	10200 S. Hwy. 97	Davisville	32535	2.89	4	1	
17	Max Dickson	1102 Paulding Road	Warrington	32507	3	4	1	
18	Western Mark (Diego Circle)	751 Massachusetts Avenue	Pensacola	32503	1	4	2	
19	Dorrie Miller	2819 Miller Street	Pensacola	32503	4	1	1	
20	Ebonwood/ Oakcrest	3511 Scott Street	Pensacola	32503	5	2	2	
21	Englewood Community Center	1250 Leonard Street	Pensacola	32501	3	4	2	
22	Garcon Bayou Nature Park	55 Doug Ford Drive	Pensacola	32507	18	4	1	
23	Gene Pickerill/Sherwood	18 Gamwell Road	Pensacola	32506	2	3	1	
24	Harvester Homes I	430 Belmont Street	Cantonment	32533	0.5	2	1	
25	Harvester Homes I I	404 Lakewood Drive	Cantonment	32533	0.5	1	1	
26	Jack Reddix/Falcon/Oakcliff	Falcon & Oakcliff	Pensacola	32526	1	1	1	
27	Jaunita Williams	505 Edgewater Drive	Pensacola	32507	2	6	1	
28	Lakewood	670 Lakewood Road	Warrington	32507	2	2	1	
29	Lexington Terrace Regional Park	900 S. Corry Field Road	Pensacola	32507	38	10	2	Dog Station Service Station
30	Lincoln Park	7865 Aaron Drive	Pensacola	32534	3	4	1	
31	Marie Ella Davis Park & CC	16 Raymond Street	Warrington	32507	3	2	1	
32	Mayfair I Community Center	50 S. Garfield	Pensacola	32505	5	5	1	
33	Meadowbrook I	3 Adkinson Drive	Pensacola	32506	3	2	1	
34	Molino/ Fairgrounds	6698 Fairgrounds Road	Molino	32577	1.5	3	1	
35	Navy Point Linear Park - Waterfront	Baublitts/Syrcl Drive/Gibbs	Warrington	32507	60	20	1	6 Doggie Stations
36	O'Conner - Colling Community Park	552 Batton Blvd.	Pensacola	32507	30	5	1	
37	Oak Grove	Hwy. 99 & Gobbler Road	Walnut Hill	32535	2	3	1	
38	Oakcrest	220 Topaz Avenue	Pensacola	32505	1.5	3	1	
39	Oakfield Acres I	6124 Confederate Drive	Pensacola	32503	3	3	1	
40	Old Ensley School	107 E. Detroit Blvd.	Pensacola	32534	1.5	2	1	
41	Osceola I	302 Comanche Trail	Pensacola	32506	1.5	2	1	

2016-2017 Parks and Recreation Trash Removal Specifications

	PARK	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
42	Perdido Key 1 - Sandy Key	13549 Sandy Key Drive	Pensacola	32507	0.5	5	4	
43	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	0.5	5	4	Restroom Facility
44	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	0.5	5	4	Restroom Facility
45	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	3	10	3	Restroom Facility
46	Quintette Community Center	2490 Quintette Lane	Cantonment	32533	2	6	1	
47	Raymond Riddle	1704 N. 'W' Street	Pensacola	32505	----	3	1	
48	Regency	8245 Fathom Road	Pensacola	32514	10	6	1	Dog Station
49	River Road Park	14484 River Road	Pensacola	32507	0.5	1	1	Dog Station
50	R.L. King/Bayou Marcus	7705 Lenora Street	Pensacola	32526	4	2	1	
51	Santa Maria Plaza/Farm Hill	199 Madrid Road	Cantonment	32533	3	4	1	
52	Shady Terrace	3708 Pompano Drive	Pensacola	32514	1.5	1	1	
53	Shell Street	5550 Shell Street	Pensacola	32503	2	2	1	
54	South Fairfield	End of South Fairfield	Pensacola	32507	1	3	3	
55	SW Complex Playground	Bauer Road	Pensacola	32507	1	7	3	
56	Tangen Heights	4810 Cochise Street	Pensacola	32526	1	1	1	
57	Treasure Hills	12839 Beckstrom Road	Pensacola	32507	3.96	2	1	
58	Tulip	4855 Tulip Drive	Pensacola	32506	2	2	1	
59	Wedgewood Park	3420 Pinestead, Lot 1	Pensacola	32506	2	6	1	
	Boat Ramps	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
60	Bill Dickson Park & BR/ Bayou Grand	3151 Fenceline Road	Pensacola	32507	49	5	2	Dog Station
61	Coronado Boat Ramp	End of Coronado	Pensacola	32507	----	1	1	
62	Galvez Boat Ramp	Off Inneraity Point Road	Pensacola	32507	0.5	5	3	
63	Heron Bayou Boat Ramp	Blue Angle Pkwy & Dog Track Road	Pensacola	32507	0.5	1	1	
64	Molino Boat Ramp	6698 Fairgrounds Road	Molino	32577	1.5	1	2	
65	Mahogany Mills Boat Ramp	1200 Mahogany Mills Road	Pensacola	32507	----	9	2	
66	Navy Point Boat Ramp	Grieve and Sunset Ave	Warrington	32507	2	6	3	
67	Pensacola Bay Fishing Bridge	1750 Bayfront Pkwy.	Pensacola	32501	----	12	3	
68	Johnson Beach Road	Johnson Beach Road	Pensacola	32507	/	2	1	
	Nature Trail/Boardwalks	Address	City	Zip	Acres	# of Barrels	Service/wk	Notes
69	Glynn Key Boardwalk	402 N Navy Blvd.	Pensacola	32507		3	1	1 on Boardwalk
70	Southwest Greenway Trail (by PSC)	198 Patton Drive	Pensacola	32507		1	1	
71	Southwest Greenway Trail	1131 Patton Drive	Pensacola	32507		1	1	
72	Southwest Greenway Trail	1190 Decatur Ave	Pensacola	32507		1	1	
	Restroom Facilities	Address	City	Zip	Acres		Service/wk	Notes
1	Perdido Key 2 - Gulfside	14261 Perdido Key Drive	Pensacola	32507	N/A		4	Restroom Facility
2	Perdido Key 3 - River Road	14767 Perdido Key Drive	Pensacola	32507	N/A		4	Restroom Facility
3	Perdido Kids Park	10004 Gulf Beach Highway	Pensacola	32507	N/A		3	Restroom Facility

BID FORM
Specification Number PD 16-17.008
Clean-up of Parks and Boat Ramps

Date: 12/8/16

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Clean-up of Parks and Boat Ramps** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

<u>Unit Cost</u>	<u>Bid Form</u>
Cost per barrel	\$ <u>5.50</u>
Cost per Restroom Service	\$ <u>33.50</u>

RATES ARE TO INCLUDE ALL COSTS ASSOCIATED WITH CONTRACT REQUIREMENTS.

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number 746601

Bidder: Keep Pensacola Beautiful

Occupational License No. _____

By: Christopher M. Wise

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: [Signature]

Business location within a CRA district of Escambia County? Yes NO

Non-Exclusive Long Term Franchise Agreement for the Collection of Solid Waste SEE PAGE 15

Date of Issuance _____ Persons to contact for emergency service/call in service _____

Contact #1
Name Christopher Wise
Phone/Cell/Pager #: 850-430-1170 (W) 404-983-0013 (C)

Contact #2
Name Jeff Stephens
Phone/Cell/Pager # 850-430-1170 (W) 850-221-2336 (C)

Person to contact for disaster service:
Christopher Wise Home Phone/Cell/Pager #: 404-983-0013 (C)



Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$500.00
Page 1 of 2

Names and addresses of proposed Subcontractors to be utilized for work on this project: Waste haulers must be current Franchise Holders with Escambia County Solid Waste Department.

1. Waste Management, Inc. of Florida
- 2.
- 3.
- 4.