

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
<http://www.myescambia.com>



CERTIFICATION OF CONTRACT

TITLE: Sale of Recyclables, Ferrous and Non-Ferrous Metals

CONTRACT NO.: PD 08-09.022

AWARD DATE: April 2, 2009

EFFECTIVE DATE: April 8, 2009

CONTRACTOR(S): Southern Recycling LLC

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Purchasing Coordinator (850) 595-4878 (850) 695-4878 E-MAIL joe_pillitary@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on April 8, 2009, a lease agreement has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Sale of Recyclables, Ferrous and Non-Ferrous Metals as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials and/or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

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CLAUDIA SIMMONS
Purchasing Manager

March 4, 2011

Marc Jaffe
Southern Rccycling, LLC
1000 S. Myrick Street
Pensacola, FL 32505

**Re: CONTRACT RENEWAL: Specification PD 08-09.022, Sale of Recyclable
Ferrous and Non-Ferrous Metal**

Dear Mr. Jaffe:

The current awarded period on above referenced contract is due to expire April 2, 2011. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional (12) months.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for an additional (12) months. **I will need the signed letter returned by mail or fax, no later than March 15, 2011.**

If you have any questions, please feel free to call me at 595-4878, Fax: 595-4807.

Sincerely,

Joe F. Pillitary
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

I want to extend the current contract PD 08-09.022 for an additional twelve (12) months at the same terms and conditions.

Yes No *Marc Jaffe* *3/7/11*
Signature Date

MARC JAFFE
Printed Name of Signer

Vice President
Title of Signer

Comments: *Thank you!*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Services Bureau

FROM: Amy Lovoy, Bureau Chief

DATE: March 19, 2009

ISSUE: Sale of Recyclables Ferrous and Non-Ferrous Metal
PD 08-09.022

RECOMMENDATION:

That the Board award contract PD 08-09.022, "Sale of Recyclables Ferrous and Non-Ferrous Metal" to Southern Recycling, LLC for a period of 12 months with an option to extend for 2 additional 12 month periods.

[Fund 401, Revenue Account 343409]

BACKGROUND:

The Escambia County Division of Solid Waste Management's Recovered Materials Processing Facility performs this revenue generating activity. Southern Recycling, LLC, as the most responsive bidder with rates and services, has proposed to buy the recyclables at the agreed bid rates based on the American Metal Market and not decrease below agreed floor price rates. The buyer will provide transportation of the processed recyclables.

BUDGETARY IMPACT:

Revenues from the sale of stated recyclable material will vary based on the incoming tonnage of material and fluctuating market rates paid.

Funds generated from the sale of recyclables will be deposited in Fund 401, Revenue Account 343409.

CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's office and complies with legal requirements.

PERSONNEL:

Jim Howes, Recycling Operations Manager, will be the Contract Administrator for this contract.

14. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. 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.

17. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

18. **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.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SALE OF RECYCLABLES FERROUS AND NON-FERROUS METAL
PD 08-09.022**

- 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.

** 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 (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S) (IF APPLICABLE)

- 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

**SALE OF RECYCLABLES FERROUS AND NON-FERROUS METAL
PD 08-09.022**

PRE-SOLICITATION CONFERENCE: Wednesday, March 11, 2009 at 2:00 p.m., CDT, to be held at
The Division of Solid Waste Management Conf. Rm., 13009 Beulah Rd., Cantonment, FL 32533

BIDS WILL BE RECEIVED UNTIL: Wednesday, March 18, 2009, 3:00 p.m., CDT

**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

Marie Young, Chair
Grover Robinson, IV, Vice Chairman
Gene Valentino
Wilson Robertson
Kevin W. White

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807

Technical Assistance:

Jim Howes
Manager, Recycling Operations
Solid Waste Management
13009 Beulah Rd.
Pensacola, FL 32533
Tel: (850) 937-2144
Fax: (850) 937-2152

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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.

**SALE OF RECYCLABLES FERROUS AND NON-FERROUS METAL
PD 08-09.022**

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.

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

| | <u>Page</u> |
|---|--------------------|
| Solicitation, Offer and Award Form * | 3 |
| Bid Form * | 4 |
| Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes ** | 6 |
| Drug Free Workplace Form ** | 8 |
| Information Sheet for Transactions and Conveyances Corporation Identification ** | 9 |
| List of General Terms and Conditions (Incorporated by Reference) | 11 |
| Special Terms and Conditions | 13 |
| Scope of Work | 23 |

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM **ESCAMBIA COUNTY FLORIDA**

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator

Sale of Recyclable Ferrous and Non-Ferrous Metal

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) 595-4878 Fax No: (850) 595-4807

PD 08-09.022

SOLICITATION

MAILING DATE: March 2, 2009

PRE-BID CONFERENCE: Wednesday, March 11, 2009 at 2:00 p.m., CDT, to be held at The Division of Solid Waste Management Conf. Rm., 13009 Beulah Rd., Cantonment, FL 32533

OFFERS WILL BE RECEIVED UNTIL: Wednesday, March 18, 2009, 3:00 p.m., CDT 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: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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 tenders 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

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By

Signature of Person Authorized to Sign

Date

WITNESS

Date

ATTEST:

Corporate Secretary

Date

WITNESS

Date

[CORPORATE SEAL]

ATTEST:

Witness

Date

Awarded Date

ATTEST:

Witness

Date

Effective Date

BID FORM

**Specification Number PD 08-09.022
Sale of Recyclable Ferrous and Non-Ferrous Metal**

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

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Sale of Recyclable Ferrous and Non-Ferrous Metal** 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:

DESCRIPTION

1. BALED ALUMINUM USED BEVERAGE CAN (UBC) SCRAP

- a) The Floor Price for UBCs shall be the minimum price paid by the Buyer, **minimum per pound.**
\$ _____
- b) The Purchase Price per ton for UBCs shall be equal to ___% of the Atlanta market of the American Metal Market (AMM) for UBC plus \$_____ **per pound.**
- c) Freight will be provided by the Buyer F.O.B. Perdido Landfill

2. No. 1 HEAVY MELTING STEEL

- a) The Floor Price for No. 1 Heavy Melt shall be the minimum price paid by the Buyer \$_____ **per ton.**
- b) The Purchase Price per ton for No. 1 Heavy Melt shall be equal to _____% of the Birmingham market of the price quoted in the AMM No. 1 Heavy Melt plus \$_____ **per ton.**
- c) Freight will be provided by the Buyer F.O.B. Perdido Landfill.

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period.

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

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

Type of Contractor's License, Certification and/or
Registration _____

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

| <u>Permit</u> | <u>Cost</u> |
|---------------|-------------|
| <u>N/A</u> | _____ |
| _____ | _____ |
| _____ | _____ |

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

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

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies

[] Yes [] No

Signature: _____

**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 HIS 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 and subscribed before me this _____ day of _____, 19_____

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)

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

Contact person for company: _____
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: _____

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 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/departments/purchasing>
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**

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

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 08-09.022, "Sale of Recyclables Ferrous and Non-Ferrous Metal", 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).

This is a contract for the Sale of Ferrous and Non-Ferrous Metal. Escambia County is seeking a responsible vendor who is interested in purchasing various types of recyclables Ferrous and Non-Ferrous Metal.

2. Bid Surety

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

Checks are to be made payable to Escambia County, Florida. The amount of the 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 Joe Pillitary, CPPO, CPPB, Purchasing Coordinator Phone: (850) 595-4878, Fax: (850)-595-4807. Technical questions may be directed to Jim Howes, Manager, Recycling Operations, Phone: (850) 937-2144, Fax: (850) 937-2152.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate 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.

5. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a Non-Mandatory Pre-Solicitation Conference to be held at the Division of Solid Waste Management Conf. Rm., 13009 Beulah Rd., Cantonment, FL 32533 on March 11, 2009 commencing at 2:00 p.m. CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation. A walkthrough of the facilities will be held immediately after the pre-solicitation meeting.

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Jim Howes at (850) 937-2144. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **F.O.B. Point**

Freight will be provided by the Buyer F.O.B. Perdido Landfill.

8. **Pickup**

Pickup of material will be as notified by Escambia County. The quantity will depend upon the County's volume of material at the time of request.

9. **Required Documentation**

The awarded vendor shall supply certified weight tickets to Escambia County Solid Waste Management on every shipment picked up.

10. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc.,

delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

11. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

12. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

13. **Payment**

Payments in the full amount for the value of items received from Escambia County DIVISION OF SOLID WASTE MANAGEMENT and accepted by the vendor shall be made on Net 30 terms to:

Escambia County DIVISION OF SOLID WASTE MANAGEMENT
13009 Beulah Road
Cantonment, FL 32533
Attn: Jim Howes, Manager Recycling Operations
Telephone: (850) 937-2144
Fax: (850) 937-2152

14. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. 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.

17. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

18. **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.

19. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

20. **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 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.

21. **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.

22. **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 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.

23. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

24. **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.

25. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

26. **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.

27. **Award**

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

28. **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.

29. **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.

30. **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.)

Insurance Requirements

31. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the 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 Coverage

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.

Excess or Umbrella Liability Coverage

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.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the

County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

32. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. 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 made. 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.

SCOPE OF WORK

PD 08-09.022

SALE OF RECYCLABLES FROM THE ESCAMBIA COUNTY DIVISION OF SOLID WASTE MANAGEMENT (DSWM) FOR BALED ALUMINUM USED BEVERAGE CANS AND No.1 HEAVY MELTING STEEL.

1. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

- 1.1 **American Metal Market** shall mean the internet service available posting current announced FERROUS AND NON-FERROUS METAL mill prices for the Southeast Region.
- 1.2 **Baled Aluminum Used Beverage Can (UBC) Scrap** shall mean non-ferrous metal of the grade known as grade UBC in the Institute of Scrap Recycling Industries, Inc. (ISRI) Scrap Specifications Circular and American Metal Market (AMM).
- 1.3 **Floor Price** shall be the minimum price paid per ton by the Buyer for each Material as stated in the Bid Form.
- 1.4 **Material** shall mean all Material hereinafter defined in this Agreement.
- 1.5 **No.1 Heavy Melting Steel** shall mean ferrous metal of the grade known as grade No.1 Heavy Melting Steel in the Institute of Scrap Recycling Industries, Inc. (ISRI) Scrap Specifications Circular and American Metal Market (AMM).
- 1.6 **Purchase Price** Per ton of Material shall be as defined in the Bid Form. **Price shall be locked in at the time the material is weighed on the County's scale.**
- 1.7 **Preceding Month** shall mean the calendar month immediately preceding any calendar month in which Material is shipped and purchased hereunder.
- 1.8 **Ton** shall mean a gross or long ton (2240 Pounds)
- 1.9 **Prohibitive Materials** –The term “Prohibitive Materials” as used throughout this section is defined as:
 - a. Any materials, which by their presence in a packing of FERROUS AND NON-FERROUS METAL, in excess of the amount allowed, will make the packaging unusable as the grade specified.
 - b. Any materials that may be damaging to equipment.

2. QUANTITY

- 2.1 The County cannot guarantee that a minimum amount of materials will be available from the DSWM to be sold to the Contractor.
- 2.2 Monthly material processing rates can be made available for the bidding process.

3. MATERIAL PURCHASE PRICE

- 3.1 The price paid per pound or ton for Material purchases made in any month shall be the greater of the established Purchase Price or Floor Price.
- 3.2 Buyer shall calculate the sums due Supplier based on the total net weight of Material received each month and shall remit payment to Supplier Attention: DIVISION OF SOLID WASTE MANAGEMENT, 13009 Beulah Rd., Cantonment, FL 32533-8831 within 30 days (Net 30). Payment shall include itemized documentation to include: date of pickup and weight.
- 3.3 The parties hereby acknowledge and agree that the AMM Pricing Service posted on the internet reflects changes in the market price of Material, and is a reliable source for the purpose of determining the Purchase Price.

4. DELIVERY

- 4.1 Buyer and Supplier shall establish a schedule for delivery of the total monthly quantities of Material. The schedule of deliveries shall include at a minimum the estimated number of trailers to be shipped and hours during which shipment can occur. Buyer agrees to arrange to provide Supplier with sufficient number of trailers, as necessary, for the purpose of delivering the monthly orders. Buyer shall be solely responsible to replace said trailers with empty trailers upon shipment and make the appropriate number of trailers available so that the shipment schedules can be accomplished. Supplier shall load the monthly orders on such trailers at Supplier's facility.
- 4.2 Shipment shall be weighed at the time of pick-up at Supplier's scale house in accordance with industry standards. Tractor and trailer tare weights will need to be available for Supplier's scale house system. The shipment shall then be weighed at the time of delivery to Buyer's facility in accordance with standard industry practices. Certified weight tickets issued at the time of delivery at Buyer's facility shall be provided to Supplier and shall be final. Shipments shall be made F.O.B. shipping point within the Escambia County Facility. All Material shall be considered delivered when shipped from shipping points within Escambia County facility.

5. BUYER PERFORMANCE GUARANTEE

- 5.1 Buyer is obligated to meet minimum performance standards associated to the Material purchase as follows:
- 5.2 Buyer agrees to make available necessary equipment to accept Supplier's Material. Liquidated damages for failure of Buyer to accept Supplier's Material or to supply resources necessary to accept deliveries will equal the recovery of the sum of the Supplier's revenues for the Material and the Supplier's costs.
- 5.3 Buyer agrees to pay for Supplier's Preceding Month's Material within thirty (30) days.
- 5.4 Failure of Buyer to make payment as specified for Material will result in 0.02% per day interest.

6. SUPPLIER WARRANTIES

Supplier warranties to Buyer that:

- 6.1 The Material will conform to the requirements of Material as set forth in Section 1 of this Scope of Work. Notwithstanding anything herein to the contrary, Material shall not include, and Buyer shall not be deemed to have accepted, nor shall title thereto be deemed to have transferred to Buyer, any

material defined as a “Hazardous Substance” under the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), 42 U.S.C. S9601 et seq., as amended, or any material defined as a “Hazardous or Toxic Wastes” under the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. S9601 et seq., as amended. If all or any portion of any load of material received by Buyer contains any Hazardous Substance or Hazardous or Toxic Wastes, as defined, Buyer shall have the right to reject and return such load to the Supplier, and Supplier shall be responsible for the lawful disposition of such Hazardous Substance and/or Hazardous or Toxic Wastes, and for the reimbursement to Buyer of all costs incurred in connection with the return of such Hazardous Substance and/or Hazardous or Toxic Wastes to the Supplier.

- 6.2 The moisture content shall not exceed the percentage by weight stated on the bid form, however, in the event the moisture content exceeds the allowed percentage, the Buyer’s remedy shall be to make a weight adjustment on the excess moisture and proceed.
- 6.3 Should any shipment hereunder fail to meet the specifications for Material or the additional requirements set fourth herein, the Buyer shall notify Supplier immediately by facsimile and allow Supplier two (2) business days to inspect said shipment. Supplier shall notify Buyer by facsimile immediately upon said notice of Supplier’s intent to inspect such shipment. If Buyer has not received notification of intent to inspect within twenty-four (24) hours of Buyer’s notification to Supplier then Supplier’s right to inspection shall be deemed waived. Upon completion of the aforesaid procedures, Buyer may, at its sole option:
- 6.4 Reject a non-conforming shipment by immediate telephone or facsimile notice to Supplier; or
- 6.5 Accept a non-conforming shipment and take such action as may be necessary to process such shipment to Material acceptable hereunder and make an appropriate adjustment to the Purchase Price;
- 6.6 Supplier shall either reimburse Buyer or credit Buyer’s account, as requested by Buyer, for reasonable costs incurred by Buyer in connection with any such non-conforming shipment, including freight costs and weight reductions for out throws and excess moisture.

7. NOTICES

- 7.1 Notice shall mean notice in writing and given to the party to receive such notice by (i) hand delivery, (ii) first-class, registered or certified mail, postage prepaid, prepaid, return receipt requested, or (iii) facsimile, at the address set forth below.

To Supplier: Escambia County DIVISION OF SOLID WASTE MANAGEMENT
13009 Beulah Road
Cantonment, FL 32533
Attn: Jim Howes, Manager, Recycling Operations
Telephone: (850) 937-2144
Facsimile: (850) 937-2152

To: Buyer:

- 7.2 All notices shall be deemed to have been received three (3) business working days after the date of mailing thereof or on receipt (including facsimile receipt), whichever is earlier. In the event of notification by facsimile, the party providing such facsimile notice shall also mail an additional copy by regular mail to the other party at the address indicated above. Either party may change the address specified herein for the receipt of its notices by giving written notice to the other party in accordance with this Section.

- 7.3 Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire, explosion, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party that fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any inability to perform hereunder, and a best estimate of when performance will resume.
- 7.4 In connection with the performance of their duties hereunder, the parties agree to comply strictly with all applicable federal, state and local statutes, laws, ordinances, rules and regulations of any nature whatsoever.
- 7.5 This Agreement has been made, executed and delivered at the offices of Supplier, in Cantonment, Florida and shall in all respects be governed by, and interpreted in accordance with, the laws of the State of Florida, and the parties consent and submit to the jurisdiction of all courts of the State of Florida and venue shall be in Escambia County, Florida.