



Invitation to Bid No. 20-18

Solid Waste Removal and Recycling Services

August 1, 2018

**Chad Chronister, Sheriff**

HILLSBOROUGH COUNTY  
Financial Services Division  
2008 E. 8th Avenue  
Tampa, FL 33605



Colleen Hensley, Buyer  
(813) 247-8068  
chensley@hcsso.tampa.fl.us

**INSTRUCTIONS TO BIDDERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C), and Bid Response (Part D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place herein specified. The Bidder must manually sign the General Terms and Conditions (Part A) and Bid Response (Part D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the Bid Response (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.**

**NOTICE TO BIDDERS**

**WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITE	8/1/18
DEADLINE TO SUBMIT PROPOSAL	8/16/18
AWARD NOTIFICATION TARGET DATE	9/15/18
CONTRACT EFFECTIVE DATE	10/1/18

**Hillsborough County Sheriff's Office  
2008 E. 8<sup>th</sup> Avenue  
Tampa, Florida**

COMPANY NAME: \_\_\_\_\_

SUBJECT: INVITATION TO BID 20-18

BID TITLE: Solid Waste Removal and Recycling Services

**OPENING DATE & TIME: August 16, 2018 at 3:00 pm**

PLACE: Malcolm E. Beard Sheriff's Operation Center  
Financial Services Division, Purchasing Section  
2008 E. 8th Avenue, Room 125  
Tampa, Florida 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated.

PART A - GENERAL TERMS AND CONDITIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 E. 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the bid number, date and time of bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response (Part D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the Bid Response (Part D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response (Part D).

2. Bid Delivery: The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
4. Time for Consideration: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
5. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state

sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the awarded Contractor.

The Bidder's attention is directed to the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which apply to transactions resulting from this Bid and **that all applicable taxes and fees shall be deemed to have been included in the Bid Response as part of the materials cost, when applicable.**

6. **Bid Errors:** When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
7. **Condition of Materials and Packaging:** Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. **Claims:** The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. **When to Make Delivery:** Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to confirm this information.
10. **Manufacturer's Name:** Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders.
11. **Information and Descriptive Literature:** Bidder must furnish all information requested in the bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
12. **Bid Submittal Costs:** Submittal of a bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
13. **No Bid:** If you do not wish to submit a response to the Bid, please return the Statement of "No Bid" found on page 20. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. **Compliance with Occupational Safety and Health Act (OSHA):** Bidder certifies that all material/items contained in their response meets all OSHA requirements.
15. **Laws, Statutes and Ordinances:** The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
16. **Acceptance and Rejection:** The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid or Bids which in the judgment of the Sheriff is in the best

interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of HCSO.

17. Appropriations Clause: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.
18. Protests: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all bids will submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).


The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

19. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
20. Public Records: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Bidder agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

**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: HCSO Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at [hcsorecords@hcsotampa.fl.us](mailto:hcsorecords@hcsotampa.fl.us)**

21. Specifications: Attached

CHAD CHRONISTER, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

By:   
Christina R. Porter, CPA  
Chief Financial Officer

22. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. EACH COMPANY'S BID AND ANY CLARIFICATIONS TO THAT BID AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

## PART B - SPECIAL PROVISIONS

### 1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a Company approved as a Hillsborough County Franchise Collector for the procurement of Commercial Solid Waste and Recyclable Collection Services for HCSO locations throughout Hillsborough County.

### 2. SCOPE OF WORK

The requirements of this Bid include provision of containers and collection and proper disposal of waste and recyclables for HCSO locations throughout Hillsborough County as identified in Exhibit A, Hillsborough County Sheriff's Office Service Sites.

Any reference to the "Work" throughout this RFP is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to Technical Specifications (Part C).

### 3. ESTIMATED QUANTITIES

The estimated annual expenditure for services to be performed under this Contract is approximately \$90,000. This estimate is furnished as a guide for preparing the Bid Response (Part D), and should not be construed as representing actual value of services to be provided under this Bid.

### 4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing to the Buyer: Colleen Hensley, at [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.fl.us) or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

### 5. BIDDER QUALIFICATIONS

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously.

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

The Vendor Packet attached as Appendix I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

### 6. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final



responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.

7. SUBSTITUTION

The Contractor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancelation. All substitutes will be annotated as such on the shipping documents.

8. CONFLICT OF INTEREST

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

9. AWARD

Award shall be made to the most responsible and responsive Bidder meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and, third, if the Bidders involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Section at (813) 247-8068.

10. BID OPENING

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if requested. Award however will be dependent upon the determination that Bidders are both responsive and responsible and any other evaluation criteria stated in the bid document. Tabulation of the bid prices and Bidder rankings, if applicable, will be published at the time of award. All Bidders responding with a bid will receive a copy of the Bid tabulation.

11. CONTRACT PERIOD

The Contract shall be effective for two (2) years from the date of award. By written mutual consent between the HCSO and the Bidder, the Contract may be extended on an annual basis for up to three (3) additional years.

12. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Contractor(s) notify the HCSO, Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded.

13. ADDITION/DELETION

The HCSO reserves the right to add or delete services from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a change order and must be executed in writing and approved by the Chief Financial Officer (CFO). The change order will consist of a memo to the CFO describing the justification for the change accompanied by the Contractor's written, fixed price quote for each change to be added. If approved by the CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

14. CANCELATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

- a. 10 calendar days written notice with cause, or;
- b. 30 calendar days written notice without cause.

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

15. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Contractors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

16. NEXT BEST BIDDER

In the event of a default by the Contractor or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Contractor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part D), for the remainder of the award period.

17. EMERGENCY

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the service(s) from the most available source.

18. CERTIFICATES OF INSURANCE

The Contractor shall not commence any Work in connection with this Contract until all of the following types of insurance have been obtained and such insurance has been approved by the HCSO, nor shall the Contractor allow any subcontractor (if applicable) to commence any Work until all required insurance of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within thirty (30) calendar days of cancellation, non-renewal, or change in the insurance coverage. The Contractor understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Contractor's obligation to provide and maintain the insurance coverage specified.

The Contractor understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- a. Worker's Compensation and Employer's Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of Employer's Liability insurance shall not be less than the amount specified.
  - Worker's Compensation: Florida Statutory Requirements
  - Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee
- b. Commercial General Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.
  - \$1,000,000 per occurrence and a \$2,000,000 general aggregate
- c. Automobile Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Automobile Liability Insurance to be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of each insurance type shall not be less than the amount specified.
  - \$1,000,000 combined single limit

- d. Pollution/Environmental Impairment Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Pollution/Environmental Impairment Liability Insurance to be maintained in accordance with the laws of the State of Florida. The amount of each insurance type shall not be less than the amount specified.

- \$1,000,000 combined single limit

19. INVOICING AND PAYMENTS

The Contractor shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. At a minimum each invoice shall include the service location and date, HCSO Purchase Order number, description of the Work performed, container fees, waste weight, and disposal fees, if applicable.

Invoices shall be addressed to: Hillsborough County Sheriff's Office  
 Attention: Accounts Payable  
 P.O. Box 3371  
 Tampa, FL 33601

Or emailed to: [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us)

ACH and HCSO Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us) or at 813-247-8276.

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

20. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C). Such deviations should be stated upon the Bid Response (Part D), or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the Bid Response (Part D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

21. GOVERNMENTAL PURCHASING COUNCILS

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required.

Children's Board of Hillsborough County  
 City of Plant City  
 City of Tampa  
 City of Tampa Housing Authority  
 City of Temple Terrace

Clerk of Circuit Court of Hillsborough County  
Hillsborough Community College  
Hillsborough County Aviation Authority  
Hillsborough County Property Appraiser  
Hillsborough County Purchasing  
Hillsborough County School Board  
Hillsborough County Supervisor of Elections  
Hillsborough County Tax Collector  
Hillsborough County Transit Authority  
State Attorney's Office  
Tampa Port Authority  
Tampa Sports Authority

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## PART C - TECHNICAL SPECIFICATIONS

### 1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a Company approved as a Hillsborough County Franchise Collector for the procurement of commercial solid waste removal and recycling services for HCSO locations throughout Hillsborough County.

### 2. SCOPE OF WORK

a. Contractor will provide the following services:

- Container placement and removal services for solid waste and recycling
- Placement and removal services for Detention Compactors
- Roll-off Container placement and removal services on an as needed basis

- b. Contractor will provide all necessary labor, tools, collection vehicles, containers, roll-off containers, container maintenance and/or modifications as needed, materials and incidentals necessary to perform these services as specified. Any container that becomes unfit for refuse storage, or loses its protection against vermin, shall be replaced at no cost to the HCSO. Services shall be provided as needed and as requested by the HCSO. Contractor shall deliver all solid waste to a county-designated disposal site.
- c. Upon collection, the Contractor shall hold title and ownership of recyclables. Contractor shall deliver all recyclables collected to a permitted material recovery facility. Contractor is entitled to all proceeds resulting from the sale of the recyclables collected hereunder and is responsible for all processing costs. Contractor may use third-party processors and agents to process, market, and/or sell the recyclables collected.
- d. Contractor shall furnish sufficient qualified personnel to perform the services specified in a timely manner. Contractor shall ensure that its employees, agents, and representatives are properly trained, have the proper licenses, and are instructed in those safety practices appropriate for performance of the Contractor's responsibilities.
- e. Contractor shall designate a person to act as its Service Manager for this Bid and shall provide the HCSO with the relevant contact information. The Service Manager shall be the Contractor's primary liaison with the HCSO.
- f. It shall be the responsibility of the Contractor to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by accident or negligence.
- g. Contractor shall be solely responsible for any and all damages to private property and to HCSO property resulting from the Contractor's performance. Contractor shall correct all such damages in a timely manner and at no charge to the HCSO. Contractor shall immediately report all such damages to the HCSO. Communication shall include any injuries to the public or HCSO's personnel resulting from such performance.

### 3. FACILITIES

Services shall be provided to various HCSO Service Site locations throughout Hillsborough County. A list

of current Service Sites and existing services is identified in Exhibit A, Hillsborough County Sheriff's Office Service Sites.

4. TRANSITION PLAN

- a. Transition Plan - Within 10 business days from the award date, Contractor shall provide a schedule and plan for delivering containers to currently supported sites as identified in Exhibit A, Hillsborough County Sheriff's Office Service Sites and preparing to initiate services on the commencement date of October 1, 2018. The transition plan is subject to approval by the HCSO.
- b. Initiation of Service - Contractor shall deliver the type and size containers to all service sites identified in Exhibit A in accordance with the approved transition plan. Contractor shall coordinate and work cooperatively with the owner of any container previously serving each service site to ensure that the HCSO does not experience any service disruption of any nature. If such owner fails to cooperate with Contractor and remove its container within five (5) business days of the commencement date, Contractor may relocate that owner's container to another location at the service site as approved by the HCSO.
- c. Conclusion of Services - Within five (5) business days following the expiration of this Bid, the Contractor shall remove all containers located at each service site. Timely removal of any container within said five (5) day period shall entitle the Contractor to compensation for disposal of the solid waste in each container in the same manner as its prior collections. The Contractor shall coordinate any such removal with the newly awarded Contractor.

5. SERVICES

- a. Services in general are to be provided by the Contractor as outlined in the Scope of Work.
- b. Service Changes - Contractor shall complete requests from HCSO for any of the following changes in the service level at any HCSO service site within five (5) business days of the receipt of each request:
  - A change in the collection frequency or size for any container
  - The delivery of a new or additional container to a service site
  - The delivery or removal of a roll-off container to a temporary service site
  - The removal of a container no longer required for a service site
- c. Contractor shall perform service for each roll-off container within two (2) business days following its receipt of a request for service from the HCSO.
- d. Upon notification from the HCSO of a failure to service a container as scheduled, the Contractor shall collect the solid waste or recyclables from that container no later than the next business day following its receipt of such notice.
- e. The HCSO reserves the right to obtain similar services from another Franchise Collector during an emergency or disaster in the event the HCSO's demand for collection service exceeds the Contractor's capacity to timely perform such services.





2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the Bid Response, (Part D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancelation of award.

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

Description	Cost	
Six (6) Yard Container	Monthly Fee	\$
	Individual Pickup Fee	\$
	Disposal Fee (per Pickup)	\$
Eight (8) Yard Container	Monthly Fee	\$
	Individual Pickup Fee	\$
	Disposal Fee (per Pickup)	\$
30 Yard Construction	Monthly Fee	\$
	Individual Pickup Fee	\$
	Disposal Fee (per Pickup)	\$
36 Yard Compactor	Monthly Fee	\$
	Individual Pickup Fee	\$ +Tonnage
Rate Lock Period		
<b>CONTRACT(S) RESULTING FROM THIS BID WILL NOT BE EFFECTIVE UNTIL OCTOBER 1, 2018</b>		

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

3. CONTRACTOR ORDER INSTRUCTIONS

Describe the preferred method of contact to request service: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Other: \_\_\_\_\_

4. AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. **The undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.**

The below named Bidder affirms and declares:

- a) That Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid offered to be entered into;
- b) That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee or person whose salary is payable in whole or in part from HCSO, is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for up to 60 days following the opening of bids.

Respectfully submitted by,

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Title

REFERENCE LIST

References should be customers to which you provide similar services. It is the Bidder’s responsibility to verify that the entity listed as a Reference will in fact comply as a reference and that the information provided for each Reference listed below is accurate.

Note: The Hillsborough County Sheriff’s Office may not be listed as a reference. (Please type or print).

1.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

2.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

3.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity Provided	

STATEMENT OF NO BID

NOTE: If you do not intend to respond to this Invitation to Bid, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
FINANCIAL SERVICES DIVISION  
Email to: [purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)  
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 20-18 Solid Waste Removal and Recycling Services for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond.
- We do not offer this product or an equivalent.
- Our Product schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond Requirements.
- Specifications unclear (explain below).
- Other (specify below)

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We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office.  
(PLEASE PRINT)

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**CHECKLIST, Include the following:**

- ONE ORIGINAL COPY OF the entire RFP.
- SIGNATURES required Parts A and D.
- Any Addendums or Amendments (Signatures required).
- Completed Part D including pricing, references and signature page.
- Appendix I, Vendor Packet to include completed Vendor Application, W9 and Business Tax Receipt.
- Professional Licenses (if applicable).

Below is an example of the information required on the OUTSIDE of your Bid Package.  
You may use this as a label if you wish.

CHAD CHRONISTER, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA FL 33605

ATTN:  
PURCHASING 813-247-8034 OR  
FINANCIAL SERVICES DIVISION 813-247-8035

BID PACKAGE SUBMITTAL

From: \_\_\_\_\_

BID # 20-18

SOLID WASTE REMOVAL AND RECYCLING SERVICES

OPENING DATE/TIME:

AUGUST 16, 2018 @ 3:00 PM