

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 11-080, Disposal of Household Hazardous Waste

Description: Provide labor, materials, equipment and supervision for the disposal of household hazardous waste for Polk County.

Receiving Period: Wednesday, August 10, 2011, Prior to 2:00 p.m.

Bid Opening: Wednesday, August 10, 2011, 2:00 p.m.

Special Conditions: This is an annual bid

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ Fax:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

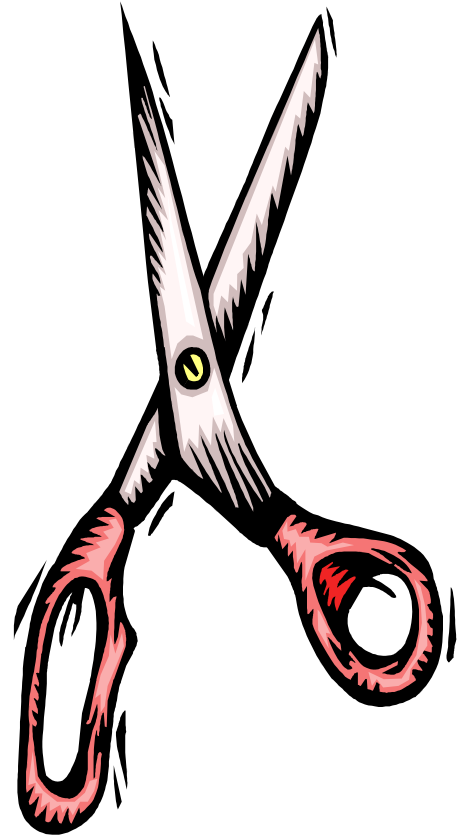
SEALED BID NO.: 11-080

BID TITLE: Disposal of Household Hazardous Waste

DUE DATE/TIME: Wednesday, August 10, 2011 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 W Church St, Rm 150
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Procurement Division
Fran McAskill
Procurement Director**

**Bid #11-080
DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all necessary labor, materials, equipment and supervision for the disposal of household hazardous waste for Polk County as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., August 10, 2011**. Bids will be opened at 2:00 p.m., August 10, 2011.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Michele Sims, Procurement Specialist, via E-mail michelesims@polk-county.net or fax (863) 534-6789**.

Bids may be mailed, express mailed or hand delivered to:

**Procurement Division
330 W Church St, Rm 150
Bartow, Florida 33830
(863) 534-6757
STATEMENT OF NO BID**

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- | | |
|---|---|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Do not offer this product | ☐ Unable to meet bond/insurance requirements |
| ☐ Specifications unclear | ☐ Schedule would not permit us to perform |
| ☐ Specifications too restrictive | ☐ Other (please specify below) |

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Message Center only for bid results. The telephone number is (863) 534-7600 extension 304. The bid recap will be posted to the County’s website at <http://www.polk-county.net/bids.aspx?type=bs> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the County’s website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will

be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (863) 534-0055.
12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at www.polk-county.net.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Procurement Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable considerations, Seller, to the fullest extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) and hold harmless the County, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses, costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

19. **CODE OF ETHICS:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.
20. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then

the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause

the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
14. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.
15. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
16. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such

violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

17. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
18. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
19. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

SPECIAL CONDITIONS

1. Award will be made based on overall low bid for items 1 through 51, meeting specifications. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. Bidders must bid on all items for the bid to be considered responsive. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from October 1, 2011 through September 30, 2012. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with item # 18.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at www.polk-county.net "Notice of Bids". It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The Polk County Waste Resource Management Division operates a permanent Household Hazardous Waste Collection Facility (HHWCF) where County residents can properly dispose of their household hazardous waste six (6) days a week. In addition to the facility, the HHWCF also allows conditionally exempt small quantity generators to dispose of their waste at the facility one day per month, by appointment only, which is comingled with HHW and handled by County staff.
7. The County shall offer, with the assistance of the successful vendor, a minimum of three (3) and a maximum of six (6) mobile collection events (MCE's) per calendar year. The Waste Resource Management Division will determine the schedule for these MCE's.
8. At the facility, wastes are identified, bulked, lab packed, neutralized, recycled, packaged for shipment or otherwise managed by the County. At this time, the Waste Resource Management Division is seeking bids for transportation and disposal of material listed on Attachment "A - Waste Description and Disposal Methods for Shipping". Volumes of waste transported are based on a 12-month period. Polk County does not guarantee any minimum volume to be a part of this bid.
9. The County reserves the right to either pack wastes that are delivered to the HHWCF or require the vendor to perform this duty.

10. Vendors shall be registered as hazardous waste and used oil transporters in the State of Florida in accordance with F.A.C Rules 62-730.170 and 62-710.500. They also shall be registered with the USDOT's Hazardous Materials Registration Program pursuant to 49 CFR Part 107. The County's waste shall only be delivered to treatment, storage or disposal facilities operating under a permit issued pursuant to Subtitle C of the Federal Resource Conservation and Recovery Act (RCRA) issued by the USEPA or an authorized state. Polk County reserves the right to stipulate the method of disposal used for these wastes.
11. All items 1 through 51 must be priced based on the specified disposal method. If incineration is a disposal method all waste must be incinerated at an RCRA permitted hazardous waste incinerator. All items must be bid on in order for the bid to be considered responsive. If an item contained within a group is not bid upon, the entire bid will be declared non-responsive.
12. Item 52 is for additional materials that the County may require. The Vendor must submit pricing for this item, however, the item is not a part of the basis of award.
13. Vendor will be required to provide a lab packing class for key County Household Hazardous Waste employees at no additional cost.
14. Any Federal, State, County, or Municipal taxes imposed on the vendor for services in Polk County shall be the responsibility of the Vendor and will not be charged back to the County.
15. All invoices shall list each type of household hazardous waste material according to the waste description on the bid sheets, item number, container size, number of units, unit price and an extended price for the specified household hazardous waste material on its own line item. The "Total Price" will be the sum total of all extended prices listed on the document. All invoices shall have line items in the same order as the bid sheets.
16. To review the current contract prices vendors may visit the County's website <http://www.polk-county.net/bids.aspx?type=ab> and search for the appropriate bid title.
17. The services provided under this bid are funded from the User Divisions operating expenses, therefore there is no estimated budget.
18. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
19. All questions must be in writing and must be submitted to Michele Sims, Procurement Specialist, Procurement Division via email: michelesims@polk-county.net , or fax (863) 534-6789.

SPECIFICATIONS

1. Additional or alternate disposal sites shall not be utilized by the Vendor for services within the scope of this contract without written authorization from the County.
2. All vendor personnel involved in the handling, transportation, treatment, and disposal of hazardous waste shall have all training required by Federal, State and Local rules and regulations. Proof of training shall be provided to the County by the Successful Vendor.
3. The vendor shall notify the County within 48 hours of notice of any legal or regulatory action or any Notices of Violation taken against the Vendor for any action/method/practice occurrence within the scope of this contract.
4. Damages, penalties, and/or fines imposed on or incurred by the County or the Vendor for failure to obtain and keep current any required licenses or permits shall be the responsibility of the vendor.
5. Damages, penalties, and/or fines imposed on or incurred by the County or the Vendor for failure to comply with any rule, regulation, or special condition applicable to this contract or directly or indirectly relating to, or resulting from, the handling, identification, transportation, or disposal of wastes handled by or managed by the Vendor shall be the responsibility of the vendor.
6. For each container packed by Waste Resource Management personnel, the County will supply a specific description of its contents seven (7) to ten (10) days prior to shipping. It shall be the transporter's responsibility to review the contents sheets before shipping to insure that the materials listed on the contents sheets are compatible with each other and with their shipping container. Additionally, the transporter, as the County's Vendor, shall provide an assistant available by phone, facsimile or email. This person shall be a chemist or technician and not customer service personnel. They shall have experience and knowledge of the vendor's company policies and Titles 40 and 49 of the Code of Federal Regulations.
7. The Vendor shall follow all applicable Federal and State Department of Transportation (DOT) regulations
8. The Vendor shall document all waste shipped by completing a Uniform Hazardous Waste Manifest. When practical, information shall be typed on the manifest prior to picking up the waste.
9. Each lab packed container shall have its own specific manifest line item and shipping name. Identical bulk packaged material may share a shipping name and manifest line item.
10. The manifest shall provide documentation by drum or container number for tracking all material to the point of final disposal.

11. The Vendor shall furnish pre-printed labels and DOT material classification labels for all containers.
12. The containers shall be approved for disposal no later than 10 days after receiving the initial contents description (contents sheets).
13. The Vendor shall approve additional containers as addendums to shipments already scheduled for pick up provided the County submits contents descriptions for additional lab packed containers at least 72 hours prior to the containers being picked up. The County shall limit the number of additional lab packed containers to a maximum of three (3) and additional bulk packed containers to a maximum of six (6).
14. Vendors shall approve for shipping any bulk packed containers on the day of shipment provided there is room on their transport vehicle. The County shall not be required to submit contents descriptions for bulk packed containers prior to the containers being picked up. The bulk waste profiles will be the contents description for bulk packed containers.
15. The Vendor shall render the area environmentally safe, cleaning up any and all spills that may have occurred during any transaction in compliance with the Spill Contingency Plan, and to the satisfaction to the County.
16. The Vendor shall furnish the total quantity of drums and pails within 14 days of taking possession of the waste.
17. The Vendor shall furnish to the County a Certificate of Destruction within 90 days of taking possession of the waste when applicable.
18. The Vendor shall furnish to the County an accounting of each waste description shipped by the County, broken out by container (including quantity), size and disposal method. This accounting will be provided to the County by September 25 each year for the fiscal year October 1 to September 30.
19. The Vendor shall provide an annual accounting of containers by size, quantity and shipping description. List any roll-off boxes of paint as "roll-off boxes."

ADDITIONAL SPECIFICATIONS

Facility Cleanout and Vendor Lab packing

Polk County may require the Successful Vendor to perform lab packing services at the Household Hazardous Waste Collection Facility. The Vendor's personnel shall be required to perform duties including, but not limited to, waste identification, lab packing, shipping waste and general site cleanup. Therefore, the Vendor's personnel shall abide by all previous stated requirements as well as those listed below.

1. Any lab packing services provided by the Vendor shall include, at a minimum, one (1) chemist/supervisor and one (1) technician.
2. The chemist/supervisor shall have an education equivalent to at least two (2) years of a physical science (chemical engineering or environmental engineering or suitable substitutes) or natural science, preferably chemistry, with a minimum of two (2) years experience in the field of hazardous waste – at least one (1) of those years must have been in a supervisory capacity.
3. The County shall have the right to remove any specific material from the lab packing service and the County shall make the final decision on what materials can and will be shipped.
4. Packaging, transport and disposal of any waste that has been assigned to the Vendor's personnel shall be the sole responsibility of the Vendor. Any bulking, waste minimization or waste consolidation on-site shall have prior approval of the Waste Resource Management Division representative.
5. The disposal charge for lab packed waste listed in "Bid Prices for Wastestream Disposal" shall include all lab packing, drum-handling, and transportation charges. This disposal charge shall also include related material costs, e.g. drum and packing materials.
6. The disposal charges listed in this bid **will not** include labor costs associated with this service, but will be listed as a separate line item on any submitted invoice.

Mobile Collection Events (MCE's)

There will be a minimum of three (3) and a maximum of six (6) MCE's per calendar year. Forty-five days prior to the date of any collection event, Polk County will notify the Vendor of the event's location, its hours of operation, and its expected attendance. The Vendor will be required to be on-site with a staff adequate to collect, package, and transport all collected waste. The Vendor's personnel shall be required to perform duties including, but not limited to, waste identification, lab packing, shipping waste, and general site cleanup. Therefore, the vendor's personnel shall abide by all previous stated requirements as well as those that are listed below.

1. The County will place a 24-foot box truck at each MCE. It is the responsibility of the Vendor to assign, at a minimum, one (1) technician to pack the County's truck with any waste determined to be transported by that vehicle.
2. The County shall have the right to move any specific materials from the waste stream, e.g. auto batteries, propane cylinders, fluorescent tubes and other such wastes destined for recycling or alternative disposal.
3. Packaging, transport, and disposal of any waste that has been assigned to the Vendor's personnel shall be the sole responsibility of the vendor. Any bulking, waste minimization, or waste consolidation on-site shall have prior approval of the Waste Resource Management Division representative.
4. The Vendor shall be solely responsible for complying with any requirement of Federal, State, and Local laws regarding the proper labeling, packaging, segregation, transportation, and disposal of hazardous wastes.
5. The Vendor shall prepare and maintain a Uniform Hazardous Waste Manifest (EPA Form 8700-22) that documents the generator, transporter, and TSD facility where the waste is transported. One (1) copy of this manifest, along with one (1) copy of each Container Contents Sheet, shall be provided to the representative of the County prior to shipping waste from the site.
6. The Vendor shall render the area environmentally safe, cleaning up any and all spills that may have occurred during any transaction in compliance with the Spill Contingency Plan, and to the satisfaction of the County.
7. The Vendor shall furnish the quantities of the individual drums and pails within 14 days of taking possession of the waste and shall furnish to the County a Certificate of Destruction within 90 days of taking possession of the waste when applicable.
8. The County reserves the right to determine the method of disposal for any and all wastes from County sites. Any alternative disposal methods must have prior approval of a County representative.

SPECIAL REQUIREMENTS

1. Vendor must include their Environmental Protection Agency identification number with their bid proposal.
2. Vendor must include Department of Environmental Protection Hazardous Waste Transporter Registration with their bid proposal.
3. The Vendor must show that they have been continuously engaged in the business of collecting, removing, storing, transporting, and properly managing/disposing of hazardous materials for a period no less than three (3) years.
4. Vendor shall have participated in at least ten (10) household hazardous waste mobile collection events and ten (10) permanent collection center clean-ups, which were conducted within the forty-eight (48) contiguous states. The Vendor shall describe this experience along with any experience in the operation of household hazardous waste permanent collection centers and furnish references with contacts, titles, telephone numbers, mailing addresses and e-mail addresses as part of its submittal to the County
5. The Vendor shall submit a Comprehensive Safety Plan for use by the Vendor. The Comprehensive Safety Plan shall include a Spill Contingency plan for preventing, controlling, and containing any spill at the Household Hazardous Waste Collection Facility.
6. The Vendor shall submit a Waste Disposal Site List that will include all disposal sites the vendor shall use for the disposal of wastes transported under this contract. This list shall include the name, address, telephone number, and disposal method(s) of each site, and shall detail the type of waste(s) the Vendor shall dispose of at each site. If the Waste Disposal Site is an incinerator, the Vendor shall furnish the Disposal Site's "Ash Management Plan" as a requirement of this contract.
7. The Vendor shall submit a list of all Notices of Violation the Vendor has received in the United States, for the three (3) years prior to this contract.

BID SHEET

(Basis of Award)

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
BULK MATERIAL (PRICE PER EACH):						
1	Household Batteries – All except alkaline & lead-acid	Recycling/Disposal LBD/LBLA	5-gal	4	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
2	Non-regulated Material (Latex Paint)	Incineration CCRN	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	90	\$	\$
3	Non-regulated Material (Grease)	Incineration FB3	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	1	\$	\$
4	Non-regulated Material (Used Motor Oil)	Fuel Blending A31/FB1	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
5	Non-regulated Material (Antifreeze)	Recycling B35	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
6	Waste Flammable, Liquid (Halogenated)	Fuel Blending FB2	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
7	Waste Flammable Liquid (Non-Halogenated)	Fuel Blending FB1	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	14	\$	\$
8	Waste Gasoline	Fuel Blending FB1	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	6	\$	\$

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
9	Waste Paint Related (<10% sludge)	Fuel Blending FB2	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	9	\$	\$
10	Waste Paint Related (>10% sludge)	Fuel Blending/Incineration FB3	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	5	\$	\$
11	Waste Paint Related (<10% sludge with PCB's)	Incineration	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	2	\$	\$
12	PCB Solid/Liquid (Ballasts)	Incineration	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	1	\$	\$
13	Waste Corrosive Liquid, NOS					\$
	Acid & Acid Compatibles for Aqueous Treatment	Treatment LATA	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	2	\$	\$
	Basic & Basic Compatibles for Aqueous Treatment	Treatment LATB	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
	Basic & Basic Compatibles for Incineration	Incineration LCCRB	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
14	Waste Corrosive, Flammable, Toxic Liquid, NOS	Incineration	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
LAB PACK MATERIAL (PRICE PER EACH):						
15	Waste Aerosols, Flammable, NOS	Incineration LCCRQ	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	12	\$	\$
16	Waste Aerosols, Flammable, Corrosive, Toxic	Incineration LCCRQ	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	12	\$	\$
17	Waste Flammable Liquid, Toxic, NOS	Incineration LCCRD	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	3	\$	\$
			55-gal	11	\$	\$
18	Waste Toxic Solid, NOS	Incineration LCCR	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	1	\$	\$
19	Waste Toxic Solid, Organic, NOS	Incineration LCCR	5-gal	3	\$	\$
			16-gal	0	\$	\$
			20-gal	1	\$	\$
			30-gal	0	\$	\$
			55-gal	9	\$	\$
20	Waste Toxic Liquid, Organic, NOS	Incineration LCCRC	5-gal	3	\$	\$
			16-gal	0	\$	\$
			20-gal	1	\$	\$
			30-gal	0	\$	\$
			55-gal	9	\$	\$
21	Waste Cyanides, Inorganic, Solid	Treatment LCCRB	5-gal	1	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
22	Waste Arsenic Compounds, Liquid, NOS	Treatment CCS	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
23	Waste Arsenic Compounds, Solid, NOS	Treatment CCS	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$

Disposal of Household Hazardous Waste
Bid 11-080

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
24	Waste Calcium Carbide	Incineration LRCT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
25	Waste Corrosive Solid, NOS	Treatment LAT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
26	Waste Corrosive Solid, Toxic, NOS	Treatment LAT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
27	Waste Corrosive Liquid, Toxic, NOS	Treatment LAT-B	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
28	Waste Corrosive Liquid, NOS					\$
	Acid & Acid Compatibles for Aqueous Treatment	Treatment LATA	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	1	\$	\$
			55-gal	6	\$	\$
	Basic & Basic Compatibles for Aqueous Treatment	Treatment LATB	5-gal	1	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	1	\$	\$
			55-gal	7	\$	\$
	Basic & Basic Compatibles for Incineration	Incineration LCCRB	5-gal	2	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
29	Waste Flammable Solid, Organic, NOS	Incineration LCCR	5-gal	3	\$	\$
			16-gal	0	\$	\$
			20-gal	1	\$	\$
			30-gal	0	\$	\$
			55-gal	9	\$	\$
30	Waste Flammable Liquid, Organic, NOS	Incineration LCCRC	5-gal	3	\$	\$
			16-gal	0	\$	\$
			20-gal	1	\$	\$
			30-gal	0	\$	\$
			55-gal	9	\$	\$

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
31	Waste Lead Arsenates, NOS	Treatment CCS	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
32	Waste Mercury Compounds, Solid, NOS	Treatment LCHG1	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	1	\$	\$
			55-gal	0	\$	\$
33	Waste Mercury Compounds, Liquid, NOS	Treatment LCHG1	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	1	\$	\$
			55-gal	0	\$	\$
34	Waste Mercury Contained in Manufactured Articles	Treatment	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	1	\$	\$
			55-gal	0	\$	\$
35	Waste Organic Peroxide, Liquid (Type D)	Incineration LRCTO	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
36	Waste Oxidizing Solid, NOS	Treatment LATO	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
37	Waste Oxidizing Solid, Corrosive, NOS	Treatment LATO	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
38	Waste Oxidizing Liquid, Corrosive, NOS	Treatment LATO	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
39	Waste Oxidizing Liquid, NOS	Treatment LCCRO	5-gal	1	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$

Item #	Waste Description			Disposal Method/Code	Container Size	Estimated Qty.
40	Waste Water-Reactive Solid, NOS					
	Reactive Flammables	Incineration LRCT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
	Reactives	Incineration LRCT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
41	Waste Pentachlorophenol, NOS					
	Dioxins and Dioxin Precursors	Treatment LCCRP	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
42	Waste Potassium Permanganate	Treatment LATO	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
43	Waste Sodium Hydrosulfite	Treatment LRCT	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
44	Waste Formaldehyde Solutions, NOS	Treatment	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
45	Waste Naphthalene, Molten, NOS	Incineration	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
46	Waste Chlorine	Treatment	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack	Cost for Vendor to Pack
47	Waste Sodium Chlorate	Treatment	5-gal	0	\$	\$
			16-gal	0	\$	\$
			20-gal	0	\$	\$
			30-gal	0	\$	\$
			55-gal	0	\$	\$
48	55-gal drum overpack disposal surcharge		85-gal	1	\$	\$
49	Waste Paint Related Material in cans (Combination of Non-Regulated Latex and Paint-Related Materials)	Fuel Blending	Pounds	6,000 lbs	\$	\$
50	Field Chemist/Supervisor Rate					\$
a.	Onsite at HHW Facility		Per Hour		\$	\$
b.	Offsite at Mobile Collection Events		Per Hour		\$	\$
51	Field Technician Rate				\$	\$
	Onsite at HHW Facility		Per Hour		\$	\$
	Offsite at Mobile Collection Events		Per Hour		\$	\$
	Total Bid Cost for County to Pack				\$	
		Total Bid Cost for Vendor to Pack				\$
		GRAND TOTAL (Basis of Award) (All items must be bid on in order to be considered responsive)			\$	

Items below are not part of the Basis of Award, however, all items must be bid on in order to be considered responsive.

Item #	Waste Description	Disposal Method/Code	Container Size	Estimated Qty.	Cost for County to Pack
52	Empty DOT Shippable Containers				\$
	2-gal open-top DF	EA		\$	\$
	2-gal open-top DM	EA		\$	\$
	5-gal open-top DF	EA		\$	\$
	5-gal open-top DM	EA		\$	\$
	5-gal closed-top DF	EA		\$	\$
	5-gal closed-top DM	EA		\$	\$
	16-gal open-top DF	EA		\$	\$
	16-gal closed-top DF	EA		\$	\$
	20-gal open-top DF	EA		\$	\$
	20-gal closed-top DF	EA		\$	\$
	30-gal open-top DF	EA		\$	\$
	30-gal closed-top DF	EA		\$	\$
	55-gal open-top DF	EA		\$	\$
	55-gal closed-top DF	EA		\$	\$
	85-gal salvage drum	EA		\$	\$
	Cubic yard flex bin with liner	EA		\$	\$
	Roll-off liner	EA		\$	\$

SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests 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 the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

This bid may be used by any other Government Agency. [] YES [] NO [] N/A

A Polk County Procurement Card will be accepted as method of payment. [] YES [] NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the County will use a County issued Visa card for the payment of any and all invoices submitted as a result of the performance of this bid.

DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 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 abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of _____)

County of _____)

_____, being first
duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission Expires: _____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from the work as described in Bid # 11-080, Disposal of Household Hazardous Waste, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations: \$1,000,000, Broad Form CG&L \$1,000,000, Pollution Liability \$1,000,000. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Michele Sims, Procurement Specialist, Polk County Procurement Division, via fax at (863) 534-6789 or email at michelesims@polk-county.net.

INSURANCE (SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid # 11-080.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General, Pollution and Automobile policies)
- Polk County will be named as an additional insured for general, pollution and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

Company Name

Bidder (signature)

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: 11-080

PROJECT NAME: Disposal of Household Hazardous Waste

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by
_____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

CHECKLIST

(Submittal Page)

Signature Acknowledgement	_____	Yes
Drug-Free Work Place Form	_____	Yes
Non-collusion Affidavit of Prime Bidder	_____	Yes
Insurance Submittal Page	_____	Yes
Documentation showing vendor has been in a minimum of Three (3) continuous years for household hazardous waste	_____	Yes
Documentation of participation in household hazardous waste Mobile collection events and permanent collection center clean ups	_____	Yes
Environmental Protection Agency identification Number	_____	Yes
Copy of Dept. of Environmental Protection Hazardous Waste Transporter Registration	_____	Yes
Copy of Comprehensive Safety Plan	_____	Yes
Waste Disposal Site List	_____	Yes
List of all Notices of Violations for the past three (3) Years	_____	yes
Bid Sheets	_____	Yes