

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050965

1. ACTION REQUESTED/PURPOSE: Approve Project # PB050573, for the Lee County Solid Waste Division, for the utilization (piggyback) of the City of Jacksonville's Bid # SC-0420-03, which has gone through their competitive bidding process, for the annual purchase of 18 gallon recycling bins through Busch Systems International Inc., for the unit price of \$4.71 per bin. The City of Jacksonville's quote term is for one year, from 6/3/05 to 6/2/06. Also request permission to continue to utilize this piggyback if renewed by the City of Jacksonville. For general information, the Lee County Solid Waste Division estimates spending approximately \$125,000.00 on an annual basis for recycling bins.

2. WHAT ACTION ACCOMPLISHES: Allows the Lee County Solid Waste Division to purchase 18 gallon recycling bins in a cost effective, efficient, and timely manner.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: CSB

5. Meeting Date: 08-02-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code AC-4-1
- Other

8. Request Initiated:

Commissioner _____
 Department _____
 Division Solid Waste
 By: Lindsey Sampson

9. Background: Lee County Solid Waste has seen an increased demand for bins due to the growth of new housing and the new program of accepting fiber board at curbside collection. Many residents are asking for an additional bin because of the fiber board collection. Funding will come from the individual division's budget who will be responsible for monitoring their own expenditures.

Account String: OB5340640104.505280

Please see attachments:

- (1) Department Request to Piggyback Quote
- (2) City of Jacksonville's Specifications
- (3) Permission Letter to Piggyback from the City of Jacksonville
- (4) Copy of Purchase Order Request (in lieu of Award Letter)
- (5) Tabulation Sheet for Quote
- (6) Busch Systems International Inc.'s Quote Package

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>E. Pflaum</u>	<u>7/1/05</u>				<u>7/1/05</u>			<u>7/1/05</u>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
7-13-05
3:50
 COUNTY ADMIN:
 FORWARDED TO:
7/13/05
4:45 PM

RECEIVED BY
 COUNTY ADMIN:
 FORWARDED TO:
7/13/05

REC'D JUL 05 2005

ATTACHMENT # 1

Earl Pflaumer - 18 gallon recycle bins

Page

From: Emory Smith
To: Pflaumer, Earl
Date: 6/23/05 4:21PM
Subject: 18 gallon recycle bins

Earl,

Please prepare a Blue Sheet for the Solid Waste Department to Piggyback on the Duval County Route at \$4.71 per bin, F.O.B.

SUBMIT AN ORIGINAL AND ONE (1) COPY

BID SPECIFICATIONS



FOR
CURBSIDE RECYCLING CONTAINERS

SOLID WASTE

BID NO: SC-0420-03

OPEN DATE: 6/3/2005

TIME: 2:00 P.M.

PLACE: 3RD FLOOR, CITY HALL, 117 WEST DUVAL STREET,
CONFERENCE ROOM C

PRE-BID CONFERENCE:

DATE: N/A
TIME: N/A
LOCATION: N/A

**CITY OF JACKSONVILLE
PROCUREMENT AND SUPPLY DIVISION**

JOHN DELANEY
MAYOR

JACQUIE H. GIBBS, CHIEF
PROCUREMENT & SUPPLY

BID FORM

DATE: 11/12/2002

City of Jacksonville
Procurement and Supply Division

REQUEST TO BID NO SC-0420-03

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY NAME AND ADDRESS

SUBMIT BID IN DUPLICATE

THIS BID WILL BE OPENED ON 12/11/2002
2:00 P.M. IN THE THIRD FLOOR CONFERENCE ROOM C, CITY HALL.
RESPONSE(S) TO BID MUST BE IN INK OR TYPEWRITTEN.

FID/SSN# _____

BUYER: SHERYL KURTZ PHONE: (904) 630-1191

BID SECURITY REQUIREMENTS

TERM OF CONTRACT

- None Required
- Certified Check or Bond
Amount: _____

- One time purchase
- Annual requirement - Prices will remain firm for one year from date of award
- Other ONE YEAR FROM DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

SAMPLE REQUIREMENTS

PERFORMANCE BOND

- None Required
- Samples Required PRIOR to Bid Opening
- Literature Required With Bid
- Sample May be Required Subsequent to Bid Opening

- None Required
- Bond Required \$ _____ % of bid award

QUANTITIES:

FOR TECHNICAL INQUIRIES, CONTACT:

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased throughout contract period and are subject to fluctuation in accordance with actual requirements.

SUZANNE LICHTER

Telephone: (904) 904-630-4185 EXT. 223

AGENCY: **SOLID WASTE**

ITEM	PLEASE ENTER HEREON YOUR BID ON THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	UOM	QTY	UNIT PRICE	TOTAL
1	18 GALLON RECYCLE BINS AWARD WILL BE ALL OR NONE TO THE LOWEST CONFORMING BIDDER.	EACH	16,000		

PLEASE TOTAL \$

TERMS OF PAYMENT: NET OR ___% DISCOUNT ___ DAYS

(DISCOUNTS OFFERED FOR PAYMENT PERIODS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AWARD)

Bidder's Certification

Material is F.O.B. DELIVERED TO VARIOUS LOCATIONS

Delivery will be made in _____ business days from receipt of purchase order.

We have received addenda

Handwritten Signature of Authorized Officer of Firm

Date

Print Individual's Name & Title

Phone Number

FORM GB-102, Revised 6/1998

GENERAL CONDITIONS**BID# SC-0420-03**

1. RESERVATIONS: The City of Jacksonville, Florida ("City") reserves the right to reject any or all bids (The term **bid, quotation or proposal shall be used interchangeably herein**) or any part thereof and/or to waive informally if such action is deemed to be in the best interest of the City.

The City reserves the right to terminate this agreement, if in its opinion, there is an actual or apparent failure to adequately perform and satisfy the requirements of the contract, including the order and instructions set forth hereon and any conditions and specifications related to the project for which this purchase is made, or should there be any attempt to provide the City with materials, products or workmanship which does not satisfy the contract requirements. Any action taken in pursuance of this latter provision shall not affect or impair any rights or claims of the City relating to damages for the breach of contract.

Should the contractor fail to comply with any Federal, State or Local Law, any condition of this agreement or fail to complete the required work or furnish the required materials within the time stated in the contract, the City reserves the right to purchase in the open market, or to complete, the required item/work, at the expense of the contractor without waiving any rights against the contractor or its performance bond.

Should the contractor fail to timely furnish any item(s), or to timely complete the required work included in this contract, the City reserves the right to terminate all, or a portion, of the contract work/items, without the City incurring further liability.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THESE REQUIREMENTS, IT SHOULD CONTACT THE OFFICE OF PROCUREMENT AND SUPPLY IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID

All items furnished must be completely new, and free from defects unless specified otherwise. No others items will be accepted under the terms and intent of this agreement.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CHIEF, PROCUREMENT & SUPPLY.

3. TAXES: The City is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 03-00150-08-26, (b) Manufacturer's Federal Excise Tax Registration No. 69-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the products of other manufacturers. On all such bids the bidder will clearly indicate the product (brand and model number) on which it is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground to reject the bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid or quotation and written approval of by the City, will be considered a material breach of this agreement. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered and replacement with the specified product, all at the bidder (vendor's) expense.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful bidder, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the City to determine whether all requirements of the specifications are being complied with.

8. SAMPLES: The samples submitted by bidders on item(s) which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item(s) for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidder will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked "Sample for Purchasing Department" and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. BONDS: Unless specified to the contrary, within 10 days of notification of bid acceptance, the successful bidder shall furnish a payment & performance bond as required in the contract documents, prepared on a form provided by the City, as security for the faithful performance of its contract. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder (s), upon failure or refusal to furnish, within ten days after its notification, the required bond(s), shall be liable to the City for such failure or refusal for all damages and costs associated with procurement from another bidder.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees, when submitting its bid, that it will make available to every City Agency, Authority, and Department, and other Florida municipalities, the bid product at proposed price, in accordance with this agreement.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all items furnished by it for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. This warranty is in addition to, not in place of any manufacturer warranty on any product. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon notification, the contractor, at its expense, will repair or adjust the equipment or parts to correct the condition, or it will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City to be the least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING ITS SIGNATURE TO THE BID AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT ITS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and it cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT & SUPPLY AS AGENT: When the Procurement & Supply Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to its bid, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

17. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing its signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that its firm meets and agrees to the following provisions which will become a part of this contract.

a. The contractor represents that it has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City throughout the term of this contract.

b. The contractor agrees that upon written request, it will permit the reasonable access to its employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, the contractor will not be required to produce for inspection, any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

18. PRECEDENCE AND CONTRACT DOCUMENTS. If this acquisition is related to a project in which conditions, specifications and/or plans have been issued, those documents, where applicable, are incorporated herein. Vendor is responsible for obtaining and familiarizing itself with all requirements. In the event of conflict, the decreasing precedence shall be: directions on face of purchase order, project conditions and specifications, project plans, these general conditions and lastly the vendors proposal.

(FORM GB-103 , revised 10/2001)

SUPPLEMENTAL CONDITIONS:**BID# SC-0420-03****Submission of Bids:****ALL BIDS MUST BE SUBMITTED NO LATER THAN 2:00P.M. ON THE DESIGNATED BID OPENING DATE.**

Bids submitted in advance of the time set for opening should be delivered to the Procurement and Supply Division, 3rd Floor, St. James Building, New City Hall, 117 West Duval Street, Suite 335, Jacksonville, Florida 32202.

Bids must be submitted **PRIOR** to the set time for opening. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated, can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Bid/Surety Requirements:

All Bids which may require a bond or surety in the form of a certified check, cashiers check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Failure to submit the above information timely will be grounds for rejection of bid.

Year 2000 Compliance and Warranty Requirements:

It is a requirement of this bid and the signature affixed hereto certifies that you have implemented and currently monitor Year 2000 and other date sensitive products and systems.

Please use the green label enclosed when submitting your bid, be sure to insert the bid number and the open date on the label. Failure to do so will result in your bid being returned unopened.

Bid Opening and Tabulation:

Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self addressed, stamped envelope with their bid. If a copy of the tabulation sheet is desired prior to award, then two (2) self addressed, stamped envelopes must be included.

BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE**Public Entity Crime Information:**

"A person or affiliate who has been placed on the State Of Florida 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 the 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, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

CONFLICT OF INTEREST CERTIFICATE

SECTION 00320

BID# SC-0420-03

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or it's independent agencies requiring the goods or services described in these specifications has a material financial interest in this company.

Signature _____

Company Name _____

Name of Official (type or print) _____

Business Address _____

City, State, Zip Code _____

SECTION II

I hereby certify that the following named City official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature _____

Company Name _____

Name of Official (type or print) _____

Business Address _____

City, State, Zip Code _____

PUBLIC OFFICIAL DISCLOSURE

Section 126.112 of the purchasing Code Requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

INSURANCE AND INDEMNIFICATION:

BID# SC-0420-03

20.43 INDEMNIFICATION:

- 20.43.1 The Contractor shall indemnify, defend and hold harmless the Owner and the Engineer named in the Contract Documents, their officers, agents and employees, from and against any liability cost or expense arising from personal injury to or death of persons, or loss or damage to property, including loss of use thereof, caused directly or indirectly by the act or omission of the Contractor, its Subcontractors and their officers, agents and employees in connection with their performance of this Contract, or arising from personal injury to or death of the Contractor or its Subcontractor's officer, agents or employees and loss or damage to the Contractor or its Subcontractor's property suffered wherever occurring, while engaged in the performance or attempted performance of this contract.
- 20.43.2 In any and all claims against the Owner and the engineer or any of the officers, agents or employees by any employee of the Contractor or its Subcontractor, the indemnification obligation under Subparagraph 20.43.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 20.43.3 The obligation of the Contractor under Subparagraph 20.43.1 will not extend to any claim, damage, loss or expense arising out of a defect in maps, drawings, opinions, report surveys, change orders, designs or specifications prepared or furnished by the Owner or the Engineer, or arising out of the giving by the Owner of the Engineer of erroneous directions or instructions required to be given to the Contractor hereunder, or the failure of the Owner, or the Engineer to give directions or instructions required to be given to the Contractor hereunder, provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 20.43.4 For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the contractor agrees to indemnify and hold harmless the Owner and the engineer and their agents and employees in accordance with the provisions of this Paragraph 20.43.

20.44 INSURANCE:

20.44.1 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

20.44.2 Without limiting its liability under the Contract Agreement, the Contractor shall procure and maintain at his expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Workers Compensation</u>	
Florida Statutory Coverage & Employers' Liability (including appropriate Federal Acts)	Statutory/\$100,000
<u>Comprehensive General Liability - (Occurrence Basis Only)</u>	
Premises - Operation	\$1,000,000 Combined Single Limit
Blanket X, C, U Hazards	
Products/Completed Operations	
Contractual Liability	
Independent Contractors	
Watercraft, if applicable	
<u>Auto Liability</u>	
* All Autos-owned, used or hired	\$100,000 \$300,000 \$50,000
	Per person Per accident Property damage
	Single Limit
* Professional Service contracts require \$500,000	

- 20.44.3 The Contractor's comprehensive liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor in Paragraph 20.43. Such insurance shall also provide Contractor's protective coverage, and coverage for explosions, collapse and injury or damage to property under the surface of the ground.
- 20.44.4 The Contractor shall also take out and maintain at his expense during the life of this Contract, Builders Risk Insurance if directed to do so because of "Special Conditions" when the Contractor's equipment is stored on site of construction. The Builder's risk shall protect the Contractor, the city, the Engineer, and the Design Consultant, as their interest may appear, for the following hazards to the work: Materials and equipment suitably stored at the site, and the Contractor's construction equipment, materials and temporary structures. Fire and lightning, extended strike, civil commotion, aircraft, vehicle and smoke damage, and vandalism and malicious mischief. Such policy shall be in an amount equal to the total Contract Price shown in the Contract Agreement for the Construction and in the amount of \$1,000,000 for the construction of gravity sewers and force main.
- 20.44.5 Said insurance shall be written by a company or companies approved to do business in the State of Florida and acceptable to the city's Division of Insurance and Risk Management. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the City, and the Engineer.
- 20.44.6 The City of Jacksonville should be named in each separate policy as "an additional interest" insured (except automobile policies

Bid No. SC-0420-03**TERMS AND CONDITIONS****1. SCOPE:**

The purpose of this bid invitation is to establish a firm price and source to supply for furnishing and delivering Eighteen (18) gallon recycling containers, for the Solid Waste Division, City of Jacksonville, Florida.

2. AWARD:

Award will be all or none to the lowest conforming bidder.

3. TERMS:

Price will remain firm for one (1) year from date of award with two (2) one (1) year renewal options at the City of Jacksonville's discretion providing all prices, specifications, terms and conditions remain firm. If no conforming bids are received offering firm prices for the period of time specified above, the City of Jacksonville reserves the right to consider bids which specify firm prices for lesser periods of time.

4. DELIVERY:

Prices for all items are to be quoted F.O.B. delivered to various locations. Bidder should state delivery time in number of days after receipt of purchase order. Delivery is desired within thirty (30) days after receipt of purchase order.

5. CORRECTIONS MADE BY BIDDER:

Bidders are cautioned not to obliterate, erase, or strike over any printed material as set forth in this bid invitation. In quoting prices, whether unit prices or total price, wherever bidders have made an error, and has corrected it, any and all such corrections should be initialed by person signing the bid cover sheet. Failure to comply with this provision may result in rejection of bid.

6. COMPLIANCE WITH SPECIFICATIONS:

- A. Bid only items which meet the specifications.
- B. Bid only a single offering for each bid item. Do not make multiple offerings, or "alternates". Alternates, unless specifically called for, will not be tabulated as a properly submitted bid.
- C. If there is a question as to acceptability within the specifications, contact Suzanne Lichter @ 630-4185 ext. 223, as early as possible.

7. DESCRIPTIVE LITERATURE:

Complete descriptive literature or catalog cuts should be submitted with bid proposal. Failure to comply with this provision may result in rejection of bid.

Bid No. SC-0420-03**7. PHOTOCOPIES:**

The Bidder is required to submit an **Original and One (1) Copy** of this bid package.

8. VENDOR ACCESSIBILITY:

Vendors must be capable of being contacted by telephone during normal business hours (8:00am. - 5:00pm) at the telephone number furnished on the Bid Form of this package. Any vendor who cannot be contacted will be considered non-responsive and will be subject to removal from bid list.

9. STATE CONTRACTS:

The City is entitled to purchase from contracts established by the State of Florida. Should the State establish a contract for item or items on this bid, the City reserves the right to cancel this contract in whole or in part and purchase those item (s) from the State contract, if in its best interest.

10. QUANTITIES:

Quantities indicated on the proposal form are estimated quantities only. The City of Jacksonville, Florida shall not be held accountable for quantities listed, as purchases are made in accordance with actual requirements. The City of Jacksonville reserves the right to make use of this contract for other agencies and locations as requirements are identified. All awards made are contingent upon availability of funds.

11. INVOICING:

Invoices will be issued once supplies are shipped and delivered to our using agencies. At a minimum, invoices must include: Purchase Order number, Item Number and Description, date of shipment, quantity ordered, unit price, unit of measure, and a total for all purchases. The vendor will work with the Procurement and Accounts Payable Division to determine mutually agreeable alternatives to invoicing such as: summary Billing Reports or Electronic Data Interchange (EDI). Standard payment terms are net 30 days.

12. INSURANCE, WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida worker's compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the workmen's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the City as additional insured no later than (10) ten days after the award has been made.

Bid No. SC-0420-03**13. PICK UP AND RETURNS:**

The City of Jacksonville reserves the right to return an order, in whole or in part, if the merchandise delivered is not the quality indicated in the bid. The City of Jacksonville will be sole judge as to acceptable quality. Pick up and returns will be made within 48 hours from notice to bidder by using agency. The vendor will coordinate all returns of its merchandise returns without a charge to the City of Jacksonville, subject upon agreed limitations.

14. PACKING REQUIREMENTS:

A packing list must always accompany each delivery of products, which shall indicate at a minimum the following: purchase order number, description and item number, quantity of units, using agency, contact name and phone number. Each carton shall be labeled to show quantity (number of cartons), purchase order number, item number and product description.

SC-0420-03

SPECIFICATIONS FOR CURBSIDE RECYCLING CONTAINERS

GENERAL: One piece-molded container must be rectangular in shape and designed for multi-material curbside collection program. Rib around the top of the container to add strength to the sides and to help prevent warping. All edges rounded for the safety of both the Collection employee and homeowner. Tapered design to permit bulk nesting for transportation/storage efficiency.

MATERIAL: Must be made of high-density polyethylene to insure maximum strength with minimum weight. A minimum of 30% of the HDPE used in manufacturing of these containers must be from recycled HDPE (i.e. a secondary material of non-virgin). a UV stabilizer must be blended into the material to resist deterioration from sunlight. Must be impervious to most household chemicals.

SIZE: Minimum size of 18-gallon capacity.

COLOR: Royal blue or similar shade of blue acceptable to buyer.

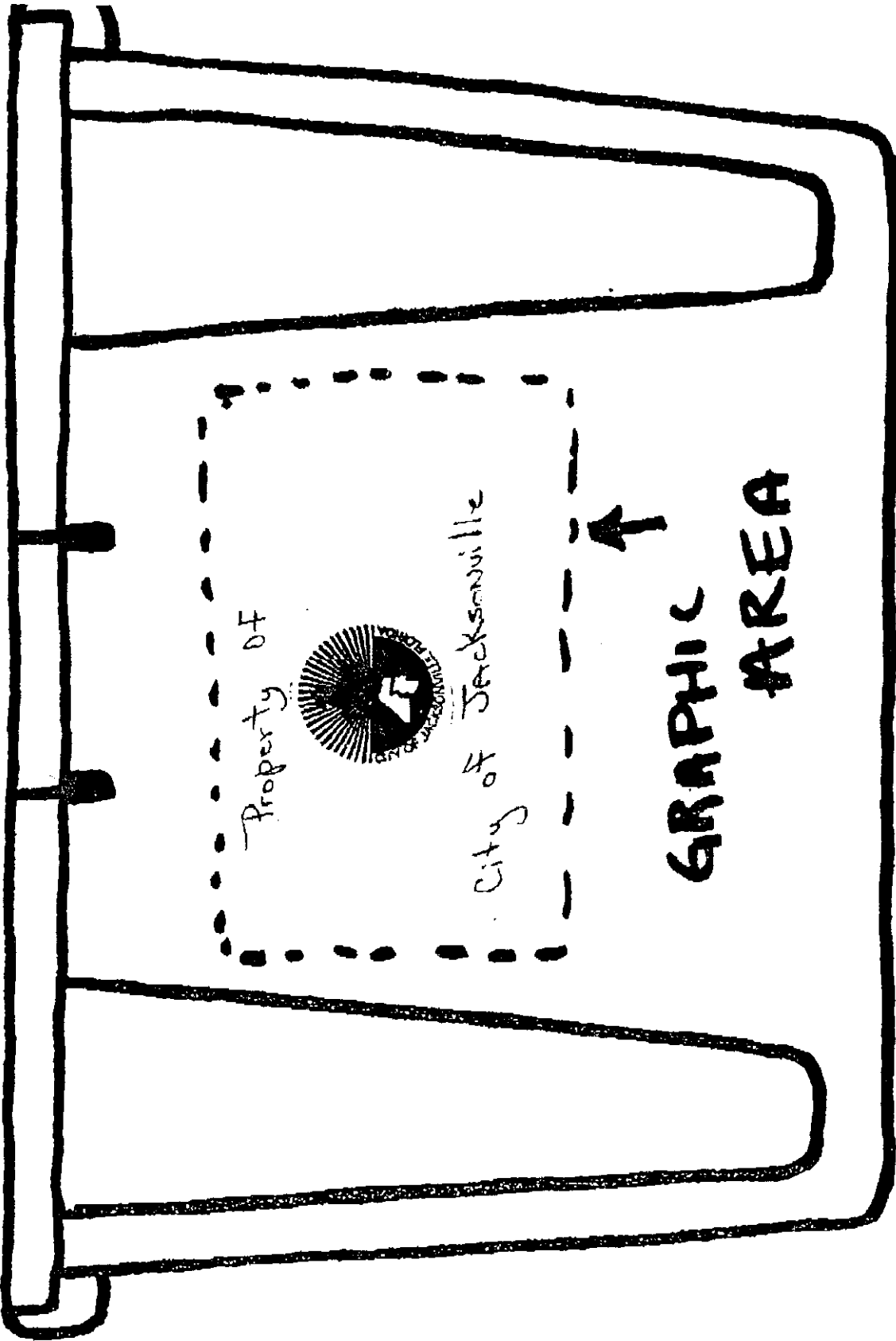
SPECIAL FEATURES: The container must have an internal drainage system designed in such a way as to accumulate and retain a small amount (between 8 oz – 16 oz) of liquid spillage. Each container will have a bottom drainage system with a minimum of four (4) vent holes 3/8" in diameter with an allowable tolerance of +1/8" to drain excess accumulation of rain when stored outside.

PERFORMANCE:
The manufacturer's drop impact performance test results must accompany bid.

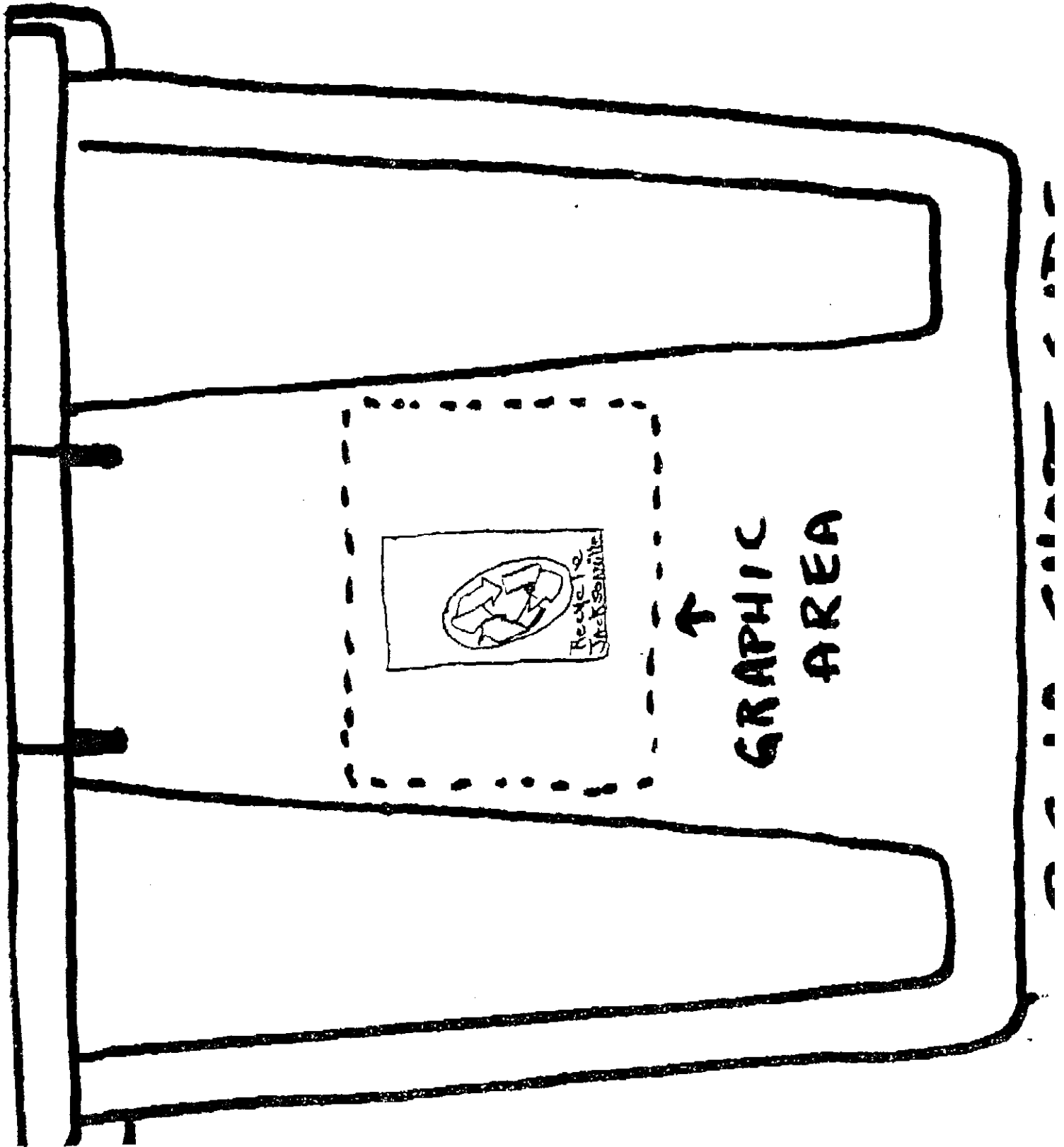
HOT-STAMPING:
Promotional imprints shall be of a retail consumer quality with the wording PROPERTY OF over the City emblem and CITY OF JACKSONVILLE under the city emblem. This will be on the length sides of bin. On the width sides of the bin the RECYCLING LOGO, plus the wording RECYCLE JACKSONVILLE goes under the logo.

WARRANTY: A minimum five (5) year warranty. 100% replacement during the initial five (5) year period. Prorated warranties are not accepted.

DELIVERY: Locations will vary. Contact Suzanne Lichter @ 904-630-4185, ext. 223 for more information.



RC-18 LONG SIDE





WARRANTY INFORMATION FORM

BID# SC-0420-03 Item Number _____

Equipment Specified _____

***** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID *****

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____
Yes No

Does warranty apply to ALL components or only part? (State explicitly) _____

*Parts warranty period _____ Service warranty period _____

Nearest source for parts and/or service: _____

Name and address of authorized service center(s): _____

(please include name, address, city, state, zip, and phone number)

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.) _____

(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____
YES NO

NAME OF BIDDER: _____

SIGNATURE _____ DATE _____

TITLE _____ PHONE NUMBER _____

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

Disqualified Vendors

In accordance with the City's Purchasing Code 126.202-K, the Chief Purchasing Officer and all agencies are advised not to do business with disqualified vendors. However, any existing contracts held by the above vendors should be maintained.

Vendor	Vendor #	Date of Disqualification	Eligibility Reinstatement Date	Bid/Contract Number	
Able Lumber and Supply		07/18/97	07/18/98	AS217098	
Armored Car Services	593191058	02/10/00	02/10/01	SC-0255-00	
Carolina Paper Mill		10/20/80	10/20/81		
Concerned Citizens of Developing the Disable Inc. d/b/a A.I.C.R.		07/23/98	07/23/99	SC-0381-98	
Court Yard Concepts		05/07/97	05/07/98	XF-0509-97	
Creed Company	45357941	03/07/90	03/07/91	1304	
Elite Public Safety	593191058	03/25/00	03/25/01	SC-0644-98	
Fire Defense Centers	593035606	06/08/87	06/08/88		
George Patterson & Associates	59317759	06/05/98	06/05/99	CONTRACT # 7455	
G K Solutions	593541756	09/08/99	09/08/00	P-37-99 DA#10	
Tiger Tale Publication		05/21/98	05/21/99		
Whittle & Sons		07/25/80	07/25/81		Pern
C & H Construction	593216284	03/07/02	03/07/03	MF-0063-01	
* Vendors disqualified from bidding as Prime Contractors					
* Cleft Landscapes Management	590036843	10/26/2000	10/26/2001		W

NO BID FORM

BID# SC-0420-03

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**City of Jacksonville
Procurement and Supply Division
117 West Duval Street, Suite 335
Jacksonville, Florida 32202**

We are unable to submit a bid at this time due to the following reasons:

Name of Firm _____

Signature and Title _____

Street Address or P.O. Box _____

City _____ **State** _____ **Zip Code** _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

ENVIRONMENTAL RESOURCE MANAGEMENT DEPARTMENT
Solid Waste Division



Office of the Chief

June 20, 2005

Lee County
Earl Pflaumer
P.O. Box 398
Ft. Myers, Fla. 33902-0398

RE: 18-Gallon Recycling Bins

Dear Mr. Pflaumer:

By this receipt of this letter, Lee County has permission to piggyback the Duval County quote for purchase of 18 gallon recycling bins.

Attached you will find the quotes from three other vendors plus one no bid. Since this was done on a purchase order there is no formal notice of award, a copy of the purchase order will be sent direct to Busch Systems International, Inc.

If you have any questions, please feel free to contact me at 630-4185 ext. 227.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara W. Ghee".

Barbara W. Ghee
Accountant

ATTACHMENT # 4

06/20/05 MON 17:01 FAX 904 630 4191 SOLID WASTE DEPT
CITY GOVERNMENT REQUISITION ENTRY

00:

[PCADD .] FUNC [INQ] TYPE [PO] NUMBER [047094] FAMIS NO. POER0547094
FY INDEX CODE PROJECT PROJ DTL GRANT GRANT DTL USERCODE SUBOBJ
[2005] [ERSW441COAD] [] [] [] [] [] [] [05216]
FOR MORE INFO, THE BUYER SHOULD CONTACT: BUYER ILF BATCH ID []
NAME [NELSON CASWELL] PHONE [8384164] [SLK] ILF MONTHS []
DELIVERY INFORMATION: ILF INDEX CD []
LOCATION [SOLID WASTE DIVISION] ILF SUBOBJ []
ADDR1 [444 E. DUVAL STREET] CONTRACT NO. []
ADDR2 [SUITE 200] SOLE SOURCE [] COMM CD [29030]
CITY [JACKSONVILLE] ST[FL] ZIP[32202][] VENDOR [895247856][01]
CONTACT [BARBARA GHEE] PHONE [6304185] BID PREFERENCE
PRE[] REF[] YR[]
SPECIAL 1 []
INSTRUCTIONS: 2 []

| STATUS: 35 WAITING PAYMENT AT 06/17/2005 ENTRY DATE: 06/10/2005 |
| ITEMS: 2 ORIGINAL AMT: 37,680.00 APPROVAL DATE: 06/10/2005 |
| REVISED AMT: ORDER DATE: 06/17/2005 |
| SPLITS: CHANGE ORDERS: 0 VENDOR: BUSCH SYSTEMS INTERNATIONAL ← |
| AMOUNT PAID TO DATE: LAST CHECK: NUM DATE |
DEPT: ER DIV: SW BUYER: SHERYL KURTZ 1191

MESSAGE

QUOTE TABULATION SHEET

TITLE CURBSIDE RECYCLING CONTAINERS								
DATE June 3, 2005			SCL A-1 Plastics, LTD		Busch Systems Int'l, Inc		Rehrig Pacific Company	
CONTACT Jeff Cowart 630-4185 x 235								
Item	Description	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	18-Gallon Recycle bins	8000	\$ 4.73	\$ 37,840.00	\$ 4.71	\$ 37,680.00	\$ 5.61	\$ 44,880.0

ATTACHMENT # 6

06/20/05 MON 17:02 FAX 904 630 4191

SOLID WASTE DEPT

001

6/10/2005 12:07 PM FROM: Busch Systems Busch Systems TO: 1-904-630-4191 PAGE: 002 OF 002



Busch Systems International Inc.
130 Saunders Road, Unit #7
Barrie, ON, Canada L4N 9A8
1-800-565-9931, 705-722-0806, fax: 705-722-8972

QUOTATION

To
Company: **City of Jacksonville**
Attn: **Barbara Ghee**
Address:

Phone #: 904-630-4185 ext 227
Fax #: 904-630-4191
Date: June 3/05

From
BUSCH SYSTEMS INTERNATIONAL INC.
Contact: **Ted Boothe**
Website: *www.buschsystems.com*
E-mail: *ted@buschsystems.com*
Tel: 1-800-565-9931, 705-722-0806
Fax: 705-722-8972

Product	Qty.	Description	Color	Stamp	Delivery	Price per unit
US-18	8,000	18 Gallon Curbsider	blue	included	included	\$4.71

**Prices are FOB:Destination Currency US Terms - Net 30
**Quote valid for 15 days 50% Minimum Post Consumer Content

Ted Boothe

Ted Boothe
Senior Account Representative

To proceed with order please fill out the bottom of this quotation:

Company Name: _____

Contact: _____

Address: _____

Federal ID# _____

Phone #: _____

Fax #: _____

Date Required: _____

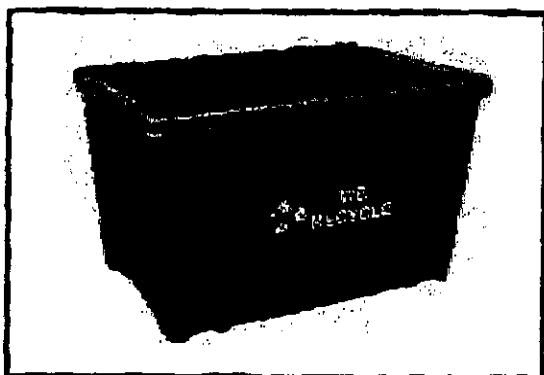
Special Instructions: _____

Customer Signature



Recycling And Container Systems

US-18 CURBSIDE



The Universal US 18 is one of the newest recycling containers available. Busch Systems has used its 15 years of design experience to create a revolutionary new container which is light weight and whose strength is second to none. The reduced weight makes it easier on homeowners and collection employees, while helping to conserve our valuable natural resources. In addition, this bin cross stacks and nests with any existing containers, present or future. Optional accessories include a lid, bungee restraint, wheel package and wall brackets.

Features:

- Universally Cross Stackable & Nestable
- Bottom Impact feet
- Utilizes SIR design for strength
- Drainage system

Specifications:

- Capacity: 18.7 US Gallons (71 Liters)
- Dimensions: 16" L x 23" W x 14.25" H
- Weight: 4.3 lbs. (1.95 kgs.)
- Wall Thickness: 0.090"
- Nesting Ratio: 5:1
- 5 Year Full Warranty
- Material: High Density Polyethylene

Shipping and Ordering Notes:

- 300 per skid
- Skid Weight: 1290 lbs. (585 kgs.)
- Skid Dimensions: 48" L x 48" W x 96" H
- Custom colors available
- Custom hot stamping available



Minimum 25 - 55 % Recycled Content

Your one-stop recycling container shop

1-800-565-9931
www.buschsystems.com

BUSCH SYSTEMS INTERNATIONAL INC.
130 Saunders Road, Unit 7, Barrie, Ontario, Canada L4N 9A8
Phone (705) 722-8972 Fax (705) 722-8973



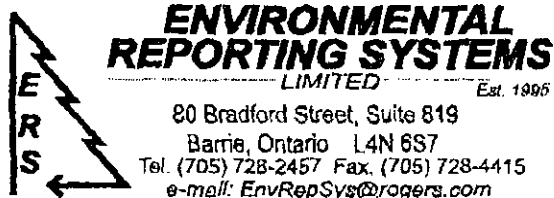
Recycling And Container Systems

BID SPECIFICATIONS

18.7 US Gallon Curbside Recycling Containers (US-18)

Capacity:	Minimum 18.7 US Gallons
Dimensions:	Width: 16" Length: 23" Height: 14.25"
Weight:	4.3 lbs. (1.95 kgs.)
Wall Thickness:	Minimum 0.10" reinforced to 0.115" at all impact points
Material:	High Density Polyethylene
Temperature Tolerance:	- 50 Degrees Fahrenheit to 150 degrees Fahrenheit
Color:	Assorted Colors Available
Hot Stamping:	Municipal name "Recycles" with recycling loop on two sides
Nesting Ratio:	Minimum 8:1 to minimize storage and distribution costs Fits 300 containers per skid
Construction:	Seamless, one piece, injection molded
Drainage:	Uninterrupted drainage retention canals to hold a minimum of 12 ounces of liquid before drainage through four 1/4" drain holes
Handles:	Four handles to be located in the center of each side. Must be comfortable to list and sufficient in size to accommodate a gloved hand. All handles, edges and corners are to be free from sharp edges. Open hand holes are not acceptable.
Handles Support:	The handle is to be secured to the body of the container by no less than 32 support ribs. The container must be able to hang from the recycling vehicles container support brackets without interference from the support ribs.
Cross-Stacking:	Container must be able to cross-stack, easily and securely, and be capable of being located anywhere along the length of the container below, or to allow access to the bottom container. Two cross-stacked containers are to take up a minimal area.
Post Consumer Recycled Material:	Minimum 50%
Warranty:	5 Year Full Replacement
Optional Items:	Secure fitting lid, wheel package, wall mounting brackets

Busch Systems International Inc.
 130 Saunders Road, Suite 7
 Barrie, Ontario, Canada L4M 6G2
 Toll Free (800) 565-9931 – Fax (705) 722-8972
www.buschsystems.com



Busch Systems International Inc.
130 Saunders Road, Suite #7
Barrie, ON
L4N 9A8

Attention: Bill Bradbury, Director of Operations

Dear Mr. Bradbury:

As per your request to perform drop impact tests on six (6) units of your US-18 Curbside Recycling Container as supplied by you, the following are the results of the test performed on Monday, November 18th.

The tests were done with the boxes at a temperature range of -20 to -25 degrees Celsius (-4 to -13 degrees Fahrenheit). The boxes each contained 20 kgs (44.1 lbs.) of weight during the drops. The boxes contained approximately 50% recycled content and were made from 14-melt high density polyethylene with UV inhibitors.

The boxes were dropped to land flat on their bottom surface, to land on a 45-degree inclined plane (on the side and the end of the box) and to land on the bottom corner.

All six boxes passed the four foot (4'), six foot (6') and eight foot (8') height drops.

If you have any questions about these tests, please do not hesitate to call me at (705) 728-2457.

Sincerely

ENVIRONMENTAL REPORTING SYSTEMS LIMITED

Grahaem H. Capaldi

Environmental Engineering Technologist

BUSCH SYSTEMS
is
**RECYCLING
CONTAINERS**

RECYCLING, STORAGE AND CONTAINER SYSTEMS

June 3, 2005

To whom it may concern:

This letter is to verify that Busch Systems International Inc. warrants all of our curbside model containers which includes but is not limited to the BC-2000, the TRUE-16, the US-18, the SIR-21 and the SIR-24 for 5 years from date of purchase.

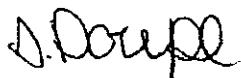
The manufacturers warranty covers against fading/discoloration, shape change or breakage under normal stress condition as well as any manufacturing defects.

All containers are embossed at time of manufacture to ensure full product replacement should the need arise.

Please feel free to contact your sales representative for any further product information.

Thank you for your interest in Busch Systems International Inc.

Thank You,



Stephanie Doupe
Assistant Sales Manager
1-800-565-9931
steph@buschsystems.com