



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

INVITATION TO BID WASTE REMOVAL SERVICES

The Panama City-Bay County Airport and Industrial District is accepting sealed bids from qualified firms to provide waste removal services for the Northwest Florida Beaches International Airport terminal building, located at 6300 West Bay Parkway, Panama City Beach, Florida 32409, and support facilities located on airport property. Bids must be submitted no later than 2 p.m., (CDT) on May 16, 2023.

GENERAL REQUIREMENTS

The following size dumpsters and scheduled pickup services will be required:

Base Bid:

Terminal Building	Compactor	As needed
Rental Car Service Facility	2 6-yard containers	1x per week service
Maintenance Building	1 6-yard container	1x per week service

Dumpster color, shape, and marking are subject to approval by District.

INSURANCE REQUIREMENTS

Commercial General Liability - \$1 million each occurrence for bodily injury and/or property damage, with a \$2 million annual aggregate, to include products and completed operations; \$1 million personal injury coverage

Business Auto - \$1 million combined single limit each accident, with no annual aggregate, for all owned, non-owned or hired vehicles; Florida Personal Injury Protection as required by state statute

Florida Workmen's Compensation – Coverage for Employer's Liability with at least minimum statutory limits

Employers Liability Insurance – Minimum of \$100,000 each accident for any employee

Proof of insurance as required must be provided to the District before services commence. The District shall be added as an “additional insured” on all policies with respect to the services provided under this contract. Certificates shall be addressed to the Panama City-Bay County Airport and Industrial District, 6300 West Bay Parkway, Box A, Panama City, FL 32409.

No payments will be made until current certificates of insurance have been received and approved by the District. If the insurance expires or is canceled during the term of the contract, services and related payments will be suspended.

INDEMNIFICATION

The Contractor will protect, defend and indemnify the Panama City-Bay County Airport and Industrial District, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Panama City-Bay County Airport & Industrial District in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor or any sub-contractor.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race or a handicap in the hiring of applicant and the treatment of employees. Disadvantaged Business Enterprise participation is encouraged.

ASSIGNS AND SUCCESSORS

This contract will be binding on the District and the Contractor, their successors and assigns. Neither the District nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

TERMINATION OF CONTRACT

Termination without cause - either party may terminate the contract by giving sixty (60) days written notice to the other party.

TERM

The Term of the contract will be for three (3) years with the possibility of two (2) additional one-year options, at the option of the District.

The contract will begin on June 1, 2023 and end on May 31, 2026.

PERSONNEL

The Contractor will provide the required services and will not subcontract or assign the services without the District's written approval.

The Contractor may not hire any District employee for any of the required services.

PROPOSAL TERMS

Please provide all questions regarding this bid in writing to the District by e-mail (accounting@pcairport.com) no later than 2 p.m. (CDT) on May 10, 2023. All questions and responses will be posted to the website (www.iflybeaches.com) by May 12, 2023. It will be the responsibility of bidders to check the website for any updated information.

Sealed bids must be delivered to the Administrative Offices of the Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, Florida 32409. **Bids must be received by 2 p.m. (CDT) on May 16, 2023.**

Please provide three (3) copies of the bid in a sealed package clearly and prominently labeled:

Bid for Waste Removal Services-May 16, 2023

Bids will be opened on May 16, 2023 at 2 p.m. (CDT) in the Administrative Offices, upstairs in the Northwest Florida Beaches International Airport.

There is no express or implied obligation for the Panama City-Bay County Airport and Industrial District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The Panama City-Bay County Airport and Industrial District reserves the right to reject any or all bids, to waive or not waive any irregularities or informalities in any bid or in the bid procedures, and to accept or reject any item or combination of items.

Bid information must be provided on the attached Exhibit A. Submittal must include Exhibits A, B and C.

EXHIBIT A

Company Name _____

Address _____

Telephone Number _____

Fax _____

Contact Person _____

Authorized Representative _____

Signature

Printed Name

Title

By signing above, authorized representative warrants to Panama City-Bay County Airport and Industrial District that prices quoted below are good for 60 days after the bid date.

Monthly Cost by Area for each year including the option years:

(Costs to be inclusive of all fees and charges to perform services under this Invitation to Bid)

Base Bid:

Terminal Area –Compactor, service as needed _____

Rental Car Service Facility – 2 6-yard containers with casters, 1x weekly service _____

Maintenance Building – 1 6-yard container, 1x weekly service _____

Unscheduled Pickup Fee (per pickup) _____

OPTION 3		Y1	YR2	YR3	YR4	YR 5
Terminal						
Rental Car Facility						
Maintenance						
Unscheduled Pickup (per pickup)						

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District

by _____

(print individual's name and title)

for

(print name and entity submitting sworn statement)

whose business address is

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

(if the entity has no FEIN, include the Social Security No. of the individual signing this sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or *nolo contendere*.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who

are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, (name of individual signing)_____

who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____ day of _____, 2023.

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires:

Notary Public

EXHIBIT C

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

The undersigned Bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting, nor to prevent any person from submitting a bid, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such proposals in any way or manner whatever.

PROPOSER OR AGENT

For _____

FIRM OR CORPORATION

Subscribed and sworn to before me this ____ day of _____, 2023.

My Commission Expires:

- Form must be signed and notarized -