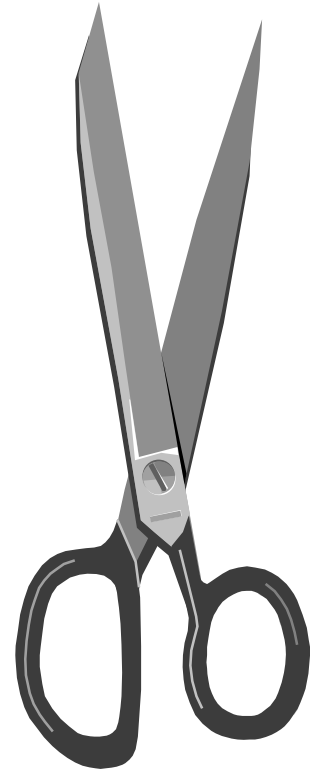


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 043-MHH-0312
BID TITLE: Waste Removal Service – Term Contract
DUE DATE/TIME: March 6, 2012 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Waste Removal Service - Term Contract

Bid File Number 043-MHH-0312 Posted January 31, 2012

Sealed bids will be received until 3:00 PM on March 6, 2012 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: June 30, 2015. Contract(s) awarded from this bid will begin on July 1, 2012 and will run through June 30, 2015.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about March 20, 2012 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **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 Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **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.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "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 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 in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list 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." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** This agreement covers garbage and trash pickup service at approximately sixty (60) school and educational support sites owned by The School Board of Polk County, Florida. The Contractor, and all the contractors equipment used to perform the services requested in this Invitation to Bid, shall be inspected, approved and licensed as required by the appropriate state, county, city governments and public health authorities. The physical disposal of the garbage and trash, shall be deposited at an approved location as required by the appropriate state, county, and city governments and public health authorities. As a separate issue, the District reserves the right to negotiate an agreement for the collection of recyclable materials with the awarded bidder. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **PRE-BID CONFERENCE:** A non-mandatory Pre-Bid Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida, on **February 15, 2012** at 10:00 a.m. Prospective bidders are encouraged to attend this conference and to bring all questions in writing. Compose your questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. **Please write each question that you will ask on a separate page indicating the bid page number and section to which the question refers.**

C. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the District's Purchasing Department no later than 4:00 pm February 17, 2012. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above.

D. **OFFICIAL RESPONSES:** On or about February 22, 2012 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

E. **RESTRICTIONS ON CONTACTING THE DISTRICT:** Upon the issuance of this Invitation to Bid, all contact with the District **must** be made through the designated contact person listed in Section C. Potential Bidders **must** limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District will be reported to the Purchasing Department. Potential Bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

F. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

G. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

H. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

I. **AWARD OF CONTRACT:**

1. The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
2. The composite (all or none) bid price for each submitted bid will be calculated as follows:
 - ❖ The line item total bid price for each item number will be determined by multiplying the bidder's unit price by the estimated quantity for each item number in the BID FORM & SPECIFICATIONS. For example, item number 1 unit price multiplied by the estimated quantity equals line item number 1 total bid price. This process will be repeated for all item numbers.
 - ❖ Bidders total composite (all or none) bid price will be determined by adding the item number total bid price for Item Number 1 through Item Number 4 on the BID FORM & SPECIFICATIONS.
3. Failure to satisfactorily perform current or past contracts may result in the rejection of a bid as non-responsible.
4. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

J. **CONTRACT DOCUMENT:** All terms and conditions of this Invitation to Bid document shall constitute the entire agreement between the District and the Board approved vendor(s). The bidder's signature on the bidder acknowledgement form shall be considered the bidders executing signature. Board approval of the recommended bidder(s) at a regularly scheduled board meeting shall be considered the Districts executing signature. No work shall commence under this contract until after Board approval and the awarded bidder(s) receives a duly authorized purchase order.

K. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the

vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

L. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

M. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, 2, 3, 4 (if applicable) with your bid. **The Bid Bond (item 5) must be submitted with your bid packet.**

After bid opening the District reserves the right to request the required submittals listed below (1, 2, 3 and 4 {if applicable}) should bidder not return these submittals with their bid packet. Furthermore the District reserves the right to request additional clarification of any item submitted by the bidder in response to this Invitation to Bid. Any requested additional information must be received by the District's Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder must demonstrate satisfactory experience providing Waste Removal Services as outlined in the specifications of this Invitation to Bid. As documentation to support satisfactory experience performing the services described above, the bidder shall submit customer references for a minimum of three (3) jobs providing waste removal service. Each reference shall be for jobs performed for different customers (entities).

For the purpose of this Invitation to Bid, recent is defined as any work/contract(s) performed since January 1, 2006. References for work/contract(s) performed prior to January 1, 2006 will be considered non-responsive.

A BIDDER REFERENCE FORM is provided for these references on page 20 of this invitation to bid.

2. The bidder shall provide a name, telephone number, email address, and cellular telephone number of the EXECUTIVE SALES AND SERVICE REPRESENTATIVE to be contacted during normal business hours for scheduling work, responsible for the work product of the contractor and to provide service as needed. An answering service or call center will not satisfy this requirement. Space is provided for this information on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 21.
3. The bidder shall provide a name and telephone number, email address, and cellular telephone number of the EXECUTIVE SALES AND SERVICE REPRESENTATIVE to be contacted after normal business hours for the coordination of emergency service. An answering service or call center will not satisfy this requirement. Space is provided for this on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 21.
4. The bidder should submit the name and address of any subcontracting firm if the bidder intends to subcontract any portion of this work. Space is provided for this information on the SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 21.
5. Each bid **must** be accompanied by a Certified or Cashier's Check or Bid Bond (a personal or business firm check will NOT be acceptable) in the amount of \$50,000.00. The Check or Bid Bond, made payable to The School Board of Polk County, Florida shall serve as evidence of good faith and guaranteeing that the awarded bidder will execute and furnish a performance and payment bond to The District. Failure to include this BID BOND will be cause to declare the bidders bid non-responsive. The Check or Bid Bond will be returned to bidders after award of the contract. **(Submittal required.)**

N. **PERFORMANCE AND PAYMENT BOND:** Within ten working days from notice of award of bid, the awarded bidder must submit to The School Board of Polk County, Florida, a satisfactory performance and payment bond executed by the bidder and a Surety Company that is authorized to do business in the state of Florida, in an amount equal to twenty-five (25%) percent of the total estimated annual contract period cost for the first year of the contract. The payment and performance bond shall be calculated as follows; for containers {item 1} use the per cubic yard price multiplied by 68,200; for roll-offs {item 2} use the pull price multiplied by 540; for Clamshell Loaders {item 3} use the pull price multiplied by 145; for Rear Load Hoppers {item 4} use the pull price multiplied by 30. Then add the total cost for item 1 through 4 together to determine the bidders composite bid. The performance and payment bond shall be equal to 25% of the total composite bid. The bond submitted is to serve as security for performance of contract. If the awarded bidder fails to comply in full with these specifications and/or render any services, as noted herein, during any period of this contract, The School Board of Polk County, Florida, reserves the right to consider the awarded bidder in default and invoke this performance and payment bond. A Certified or Cashier's Check in the amount of 25% of the total estimated contract period volume will be acceptable. (A personal or business firm check will NOT be acceptable.) Upon satisfactory completion of the contract, the bond obligation will be considered released and your Certified or Cashier's Check will be returned by The School Board of Polk County, Florida.

- a) The performance and payment bond shall be conditioned to both perform the Contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the work.

- b) The performance and payment bond shall be acceptable to the OWNER only if the SURETY is in compliance with the provisions of the Florida Insurance Code (Florida statutes Chapters 624-632, 634, 635, 636, 641, 642, 648, and 651 constitute the "Florida Insurance Code.") and holds a current valid Certificate of Authority issued by the United States Department of Treasury.
- c) All bonds must be executed under corporate seal of the SURETY and countersigned on behalf of the SURETY by its qualified resident agent or attorney-in-fact with proof of power attached.
- d) In case of default on the part of the awarded bidder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including legal services.
- e) The surety company and bond will require approval of the School Board Risk Management Department.

O. PERFORMANCE QUALIFICATIONS: The District reserves the right to investigate or inspect at any time whether the product, qualifications, services, equipment or facilities offered by Bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. In determining Bidder's responsibility as a vendor, the District may consider all information or evidence which is gathered or comes to the attention of the District which demonstrates the Bidder's capability to fully satisfy the requirements of the solicitation and the contract.

Bidder must be prepared, if requested by the District, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Bidder for the production, distribution, and servicing of this bid. If the District determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the District may reject the response or terminate the Contract. Bidder may be disqualified from receiving awards if bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This section shall not mean or imply that it is obligatory upon the District to make an investigation either before or after award of the Contract, but should the District elect to do so, bidder is not relieved from fulfilling all Contract requirements.

P. FUNDING OUT/TERMINATION/CANCELLATION:

- 1. Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.
- 2. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all bidders
- 3. The School Board may terminate or discontinue the services covered in this proposal on the annual anniversary dates of Board approval upon ninety (90) days prior written notice to the awarded bidders
- 4. Such prior written notice will state:

- (a) That the lack of appropriated funds is the reason for termination, and
- (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

Q. OPTION TO REQUEST ANNUAL PRICE ADJUSTMENT: Bid prices shall remain firm for the first twelve (12) months of this contract. The awarded bidder will have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than 90 calendar days prior to the annual anniversary of the contract start date (July 1st). The request for price adjustment must include written justification (i.e. labor increases, transportation increases, etc...) for the increase and a copy must be sent to the Purchasing Director and the Assistant Superintendent of Support Services. The awarded bidder will only be allowed to submit one request for price adjustment per contract year (July 1st to June 30th). Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date (July 1st) and such price adjustment will be in effect for the 12-month period following said anniversary date. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for U.S. All items, 1982-84=100 - series id# CWUR0000SA0, published by the U.S. Bureau of Labor Statistics appropriately adjusted for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Please see the example shown in Attachment 1 on page 22. Any price adjustment shall be approved by the Purchasing Director or designee and the Assistant Superintendent of Support Services or designee prior to the new price becoming effective.

R. SUBCONTRACTORS: If during the term of the contract the awarded bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must be submitted for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section H. The District reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent Of Schools, or designee) is not in the position to perform this award. The District reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the District elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the District.

S. EMPLOYEES, SUBCONTRACTORS, AND AGENTS: Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the District for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The District may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

T. AUTHORIZATION TO PERFORM UNDER CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before

Please state company name and authorized signature _____

commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

U. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

V. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

W. **ADDENDA:** It shall be the responsibility of each responding bidder to check the District's Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

X. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Y. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:**

1. Before submitting a bid, each Bidder should:

- (a) visit project site and become familiar with the facilities and equipment that may in any manner affect performance of the work
- (b) consider federal, state or local laws, ordinances, rules and regulations that may in any way affect performance of the work
- (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies (if any) in the Bid Documents

2. The Bidder, by and through submission of a bid, agrees that he/she shall be held responsible for having examined the facilities and equipment;

become familiar with the nature and extent of the work and any local conditions that may affect the work to be done and the technical expertise, equipment, materials parts and labor required.

Z. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the District a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit
	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 Combined single limit
(All owned autos, or any auto if vehicles other than owned are used).	

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The **VENDOR** shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the **VENDOR**. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the **VENDOR** shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

AA. **REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid

❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.

❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

❖ A copy of a Vendor Application Form

❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids

❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

BB. **CLEAN UP:** All work shall be done in a neat and workmanlike manner. The contractor shall dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of unsalvageable materials at the contractor(s) expense.

The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.

CC. **EQUIPMENT:** The Contractor shall use modern, sanitary, vehicular drawn, front loading compaction units to pick up garbage and trash at each site. Power equipment used shall utilize standard safety equipment (guards, shields, etc.). All gasoline, diesel or propane fueled engines shall be equipped with standard mufflers and emission control devices as required by any applicable state and federal statutes. All containers shall be deodorized a minimum of once a week.

DD. **SPECIFICATIONS:**

1. **Containers:** The Contractor shall furnish commercial heavy-duty containers in good condition with safe, easy access doors and leak stoppers for each site. The Contractor shall also sanitize and deodorize (on a weekly basis) and wash or paint containers as necessary to eliminate offensive odors, insects, rodents and other health hazards. Each container shall have adequate safety devices to preclude injury to users. The cubic yard bid price for containers must include all disposal and franchise fees (if applicable). **No charges may be included on Containers invoices' except as noted in this section.**

2. **Roll-off containers:** The Contractor shall furnish (upon request) commercial heavy-duty roll-off containers in good condition. The roll-off containers are to be used for construction and remodeling projects from July 1 through June 30 each year. The per pick-up bid price is the cost to pick-up the roll-off container. Disposal and franchise fees (if applicable) are not to be included in the per pick-up price. Disposal and franchise fees are to be itemized on invoices and no vendor markup to these fees is allowed. The District will not pay a rental fee for roll-off containers that are left on site for an extended period of time. **No**

charges may be included on Roll-off invoices' except as noted in this section.

3. **Clamshell Loaders:** The Contractor shall furnish Clamshell Loaders for loading bulk refuse as requested during the contract year July 1 through June 30 each year. The per pick-up bid price is the cost per pickup. Disposal and franchise fees (if applicable) are not to be included in the per pick-up price. Disposal and franchise fees are to be itemized on invoices and no vendor markup to these fees is allowed. **No charges may be included on Clamshell Loaders invoices' except as noted in this section.**

4. **Rear Load Hoppers:** The Contractor shall furnish Rear Load Hoppers for loading refuse as requested during the contract year July 1 through June 30 each year. The per pick-up bid price for Rear Load Hoppers must include all disposal and franchise fees (if applicable). **No charges may be included on Rear Load Hoppers invoices' except as noted in this section.**

5. **Location/Container/Pick-Up Schedule:** Solid Waste Containers
 - a) The contractor shall pick up garbage and trash at each of the approximately sixty (60) designated areas per the schedule below. Pick-up frequency shall be reduced for LOCATIONS #1 through #51 during the summer break period (approximately June 1 through July 31) and winter break (typically last two weeks of December). Pick-ups during these periods shall be on an as needed basis. Sites and numbers of containers are approximate and may change according to the needs of the District.

 - b) Exceptions: Excluded from the reduced pick-up schedule during the summer break of the schedule are, Jim Miles Professional Development Center, Bartow Airbase #270 and the seven maintenance facilities listed. (See LOCATIONS #52 through #60 in the schedule below). These facilities will require pickup during the months of June and July.

 - c) Weekends: For security purposes, weekend (Saturday and Sunday) pick-ups will not be permitted on a regular basis. Any weekend pick-ups shall occur only by special arrangement with the District Solid Waste Coordinator.

 - d) The District reserves the right to alter the Pickup Schedule as required but shall make every effort to minimize such changes.

 - e) For the purpose of this Invitation to Bid, cubic yard is abbreviated as cu. yd.

	<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
1.	Alturas Elementary	2 - 4 cu. yd.	2 times per week
2.	Auburndale Central Elementary	1 - 8 cu. yd.	3 times per week
3.	Auburndale High School	2 - 8 cu. yd. 1 - 4 cu. yd.	3 times per week 2 times per week
4.	Bill Duncan Excel Center	1 - 4 cu. yd.	3 times per week

		1 - 6 cu. yd.	3 times per week
5.	Boswell Elementary	1 - 8 cu. yd.	3 times per week.
6.	Caldwell Elementary	1 - 6 cu. yd.	5 times per week

	LOCATIONS	CONTAINERS	PICK-UP SCHEDULE
7.	Churchwell Elementary	1 - 8 cu. yd.	3 times per week
8.	Combee Elementary	1 - 6 cu. yd. 1 - 8 cu. yd.	3 times per week 3 times per week
9.	Crystal Lake Elementary	1 - 6 cu. yd.	5 times per week
10.	Crystal Lake Middle	1 - 8 cu. yd. 1 - 6 cu. yd.	3 times per week 3 times per week
11.	Davenport School of the Arts	1 - 6 cu. yd.	5 times per week
12.	Doris Sanders Learning Center	1 - 4 cu. yd.	3 times per week
13.	Dwight Smith Center	1 - 6 cu. yd.	3 times per week
14.	Dr. N.E. Roberts Elementary	1 - 8 cu. yd.	3 times per week
15.	East Area Adult	1 - 6 cu. yd.	3 times per week
16.	Garden Grove Elementary	1 - 8 cu. yd.	5 times per week
17.	George Jenkins High School	2 - 6 cu. yd. 1 - 8 cu. yd.	5 times per week 2 times per week
18.	Griffin Elementary	1 - 4 cu. yd. 1 - 8 cu. yd.	1 times per week 3 times per week
19.	Highland City Elementary	1 - 6 cu. yd.	5 times per week
20.	Highland Grove Elementary	2 - 8 cu. yd.	2 times per week
21.	Jesse Keen Elementary	1 - 8 cu. yd.	3 times per week
22.	Karen Siegel Academy	1 - 4 cu. yd. 1 - 8 cu. yd.	2 times per week 3 times per week
23.	Kathleen Elementary	1 - 6 cu. yd.	3 times per week
24.	Kathleen Middle	3 - 4 cu. yd.	3 times per week
25.	Kathleen High	2 - 6 cu. yd. 1 - 4 cu. yd.	5 times per week 3 times per week
26.	Lake Alfred Elementary	1 - 8 cu. yd.	5 times per week
27.	Lake Gibson Middle	2 - 6 cu. yd.	3 times per week
28.	Lake Gibson High	2 - 8 cu. yd. 1 - 8 cu. yd.	5 times per week 1 times per week
29.	Lake Marion Creek Elementary	1 - 8 cu. yd.	3 times per week

Please state company name and authorized signature _____

30.	Lake Shipp Elementary	1 - 6 cu. yd.	5 times per week
31.	Laurel Avenue Elementary	1 - 6 cu. yd.	3 times per week
	LOCATIONS	CONTAINERS	PICK-UP SCHEDULE
32.	Lena Vista Elementary	1 - 6 cu. yd.	5 times per week
33.	Loughman Oaks Elementary	2 - 6 cu. yd.	3 times per week
34.	Medulla Elementary	2 - 6 cu. yd.	3 times per week
35.	Oscar Pope Elementary	1 - 6 cu. yd. 1 - 8 cu. yd.	1 times per week 3 times per week
36.	Padgett Elementary	2 - 6 cu. yd.	3 times per week
37.	Palmetto Elementary	2 - 6 cu. yd.	3 times per week
38.	R. Bruce Wagner Elementary	1 - 6 cu. yd.	5 times per week.
39.	Sandhill Elementary	2 - 6 cu. yd.	3 times per week
40.	Scott Lake Elementary	2 - 6 cu. yd.	3 times per week
41.	Sikes Elementary	1 - 8 cu. yd.	4 times per week
42.	Snively Elementary	1 - 4 cu. yd. 1 - 6 cu. yd.	3 times per week 3 times per week
43.	Socrum Loop Elementary	1 - 8 cu. yd.	3 times per week
44.	Stambaugh Middle	1 - 8 cu. yd.	5 times per week
45.	Tenoroc Senior	2 - 8 cu. yd. 1 - 8 cu. yd.	3 times per week 1 time per week
46.	Traviss Technical Center	3 - 2 cu. yd. 2 - 4 cu. yd.	1 times per week 3 times per week
47.	Valleyview Elementary	2 - 8 cu. yd.	3 times per week
48.	Wahneta Elementary	1 - 6 cu. yd.	5 times per week
49.	Wendell Watson Elementary	2 - 6 cu. yd.	3 times per week
50.	Westwood Middle	2 - 6 cu. yd.	3 times per week
51.	Winston Elementary	1 - 8 cu. yd.	4 times per week
52.	Bartow Airbase #270	1 - 8 cu. yd.	1 time per week
53.	County Wide AC Shop	1 - 4 cu. yd.	1 time per week
54.	EERS (Jim Miles Center)	1 - 6 cu. yd.	3 times per week
55.	Jim Miles Professional Development Center	1 - 6 cu. yd.	3 times per week

56.	Lake Wales Bus Shop #3	1 - 8 cu. yd.	1 times per week
57.	LW-9 Service Center	1 - 8 cu. yd.	1 times per week

	<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
58.	L-6 Maintenance Service Center	1 - 6 cu. yd.	1 times per week
59.	Tenoroc Bus Shop	1 - 8 cu. yd.	1 times per week
60.	WH-5 Maintenance Service Center	1 - 4 cu. yd.	1 times per week

Athletic Fields/Sports Complexes: Some High schools have containers (these containers are included in the count listed above) at athletic fields or sports complexes that are subject to changes in the frequency of pickup during sporting seasons/events. These containers are located on site year round.

PLEASE NOTE THE MODIFICATION OF THE PICK-UP SCHEDULING AS NOTED ABOVE IN SECTION DD.2.a) AND DD.2.b).

6. **PAYMENTS:** Payments by the School Board shall be authorized subject to invoices properly drawn by the Contractor and submitted to and approved by the Solid Waste Management and Recycling Coordinator. Invoices shall cover charges for work actually completed in compliance with the terms of this agreement. Invoices should be mailed to:

The School Board of Polk County, Florida
Attention Waste and Recycle Specialist, Support Services
P.O. Box 391
Bartow, FL 33831

7. **LANDFILL RATE CHANGES:** Should landfill rates charged by the County (Polk County Board of County Commissioners) change after award of this bid, the awarded bidder shall submit documentation of the rate change to the Polk County Schools Purchasing Director or designee and the Assistant Superintendent of Support Services or designee. In order to document the weight of the landfill waste being picked up from the Polk County School Board and to justify a rate change, the awarded bidder shall pick-up trash in trucks used solely for the School Board. A representative from the School Board shall be allowed to accompany the contractor's personnel during trash pick-up for a period of time to be determined jointly by the School Board personnel and the bidder. The actual weight slips from county landfill for the Districts trash shall document the amount of trash picked up. The contractor, based on the adjusted landfill rates and the calculated tonnage being picked up from the Polk County School Board shall then request any rate change. Any requested landfill rate change shall be subject to verification and prior approval by the Purchasing Director or designee and the Assistant Superintendent of Support Services or designee.

8. **EXECUTIVE SALES AND SERVICE REPRESENTATIVE:** The bidder shall provide a name, telephone number, email address, and cellular telephone number of an executive sales and service representative specifically assigned to

the District. The EXECUTIVE SALES AND SERVICE REPRESENTATIVE will be the primary point of contact during normal business hours for scheduling work, responsible for the work product of the contractor and to provide service as needed. An answering service or call center will not satisfy this requirement.

9. **CANCELLATION:** The School Board reserves the right to cancel this agreement for just cause including, but not limited to the following:
- a. Failure on the part of the Contractor to carry out his responsibilities under the agreement; specifically, inability of the Contractor to make the required number of pickups per month or failure to maintain collection sites as required.
 - b. Failure of the Contractor to provide the required compaction units or containers.
 - c. Negligence on the part of the Contractor resulting in injury to persons or damage to public or private property.
 - d. Cancellation of the Contractor's risk liability insurance. Contractor must notify School Board immediately upon being notified by insurer of cancellation.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID FORM & SPECIFICATIONS

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either cu. yd. or per pick-up as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID! Quantities shown are simply estimates that may be purchased during the annual contract period and do not obligate the District to purchase the quantities stated on the Bid Form.

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
1.	68,200 cu. yds.	Containers: (based on container size) for garbage pickup per specifications (Section DD.1) and schedule (Section DD.5.) at each of the approximately sixty (60) designated areas. The Pick-up Schedule covers the twelve-month period beginning July 1 and ending June 30, each year. See Section DD.1.	\$ <u>per cu. yd.</u>
2.	540	Roll-off Containers: Please bid the cost for "roll-offs" as per specifications (Section DD.2.) and as requested for construction and remodeling projects from July 1 through June 30 each year. State the cost per pull (pick-up) of roll-offs only. See Section DD.2.	\$ <u>per pick-up</u>
3.	145	Clamshell Loaders: Please bid the cost for Clamshell Loaders as per the specifications (Section DD.3.) and as requested during the contract year July 1 through June 30 each year. State the cost per pull (pick-up) of Clamshell Loaders only. See Section DD.3.	\$ <u>per pick-up</u>
4.	30	Rear Load Hoppers: Please bid the cost for Rear Load Hopper pick-ups as per the specifications (Section DD.4.) and as requested during the contract year July 1 through June 30 each year. See Section DD.4.	\$ <u>per pick-up</u>

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files.

Please state company name and authorized signature _____

BIDDER REFERENCE FORM
(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

EXECUTIVE SALES AND SERVICE REPRESENTATIVE (see Section M.2.)
(Duplicate as needed)

Name: _____
Telephone: _____
Cellular telephone number: _____
Fax: _____
Email address: _____

EMERGENCY EXECUTIVE SALES AND SERVICE REPRESENTATIVE (see Section M.3.)
(IF DIFFERENT THAN ABOVE)
(Duplicate as needed)

Name: _____
Telephone: _____
Cellular telephone number: _____
After routine business hours Telephone: _____
Fax: _____
Email address: _____

SUBCONTRACTORS (see Section M.4.) (if applicable)
(Duplicate as needed)

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Please state company name and authorized signature _____

ATTACHMENT 1

See example (sample) below of a requested price adjustment for the contract extension period July 1, 2013 through June 30, 2014. **Please note this is an example (sample) only and is in no way intended to forecast future inflation rates.**

On March 31, 2013 the vendor submits a written request for a price adjustment increase for the contract period July 1, 2013 through June 30, 2014. In this example the vendor requests an adjustment equal to the annual percentage rate of inflation, as defined in the bid Special Terms and Conditions Section Q., for the calendar year 2012. If approved, the annual percentage rate of inflation (rounded to one decimal place) for the calendar 2011, would be added to the existing unit bid prices. The adjusted rates would be effective for the contract period July 1, 2013 through June 30, 2014.

The screenshot shows the Bureau of Labor Statistics website. The page title is "Databases, Tables & Calculators by Subject". The main content area displays data for the "Consumer Price Index - Urban Wage Earners and Clerical Workers". The data is presented in a table with columns for months (Jan to Dec), Annual, HALF1, and HALF2. The "Annual" column for 2010 shows a value of 2.1, which is circled in red. Below this table, there is another table for "12-Month Percent Change" for 2010, with values ranging from 1.3 to 3.3. The website interface includes a navigation menu at the top and a search bar.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967	213.426	214.507

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7	2.1	2.7	1.5

Note: This Example shows the annual percentage rate for calendar year 2010. The Bureau of Labor Statistics DOES NOT forecast future inflation rates.

Please state company name and authorized signature _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 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, and 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, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug 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.

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT, unit pricing for the items listed in the BID FORM & SPECIFICATIONS and the BID BOND the District reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. The signed BIDDER ACKNOWLEDGEMENT FORM, unit pricing for all items on the BID FORM & SPECIFICATIONS and the Bid Bond must be submitted with the bidders bid response or the bid will be rejected as non-responsive. Any requested additional information must be received by the District's Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Sign the BIDDER ACKNOWLEDGEMENT Form on page 1 of this Invitation to Bid. Failure to sign the BIDDER ACKNOWLEDGEMENT Form on page 1 will result in the bid being rejected as non-responsive.	1
	x		Bidders must enter a unit price in the space provided for ALL items listed on the BID FORM & SPECIFICATIONS. Failure to enter all unit pricing will result in the bid being rejected as non-responsive.	18 & 19
	x		BID BOND- Each bid must be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of \$50,000.00 Failure to provide a Bid Bond with your bid packet will result in the bid being rejected as non-responsive.	8
	x		Customer References (use enclosed form on page 20).	20
	x		Provide the name, telephone number and email address of the EXECUTIVE SALES AND SERVICE REPRESENTATIVE to be contacted during normal business hours for the coordination of service. An answering service or call center will not satisfy this requirement. An EXECUTIVE SALES AND SERVICE REPRESENTATIVE AND SUBCONTRACTORS FORM is on page 21.	8
	x		Provide the name, telephone number and email address of the Emergency EXECUTIVE SALES AND SERVICE REPRESENTATIVE to be contacted after normal business hours for the coordination of emergency service. An answering service or call center will not satisfy this requirement. An EXECUTIVE SALES AND SERVICE REPRESENTATIVE AND SUBCONTRACTORS FORM is on page 21.	8
	x		List all Sub-contractors you will be using to perform the services under this contract. LOCAL OFFICE, DAILY CONTACTS AND SUBCONTRACTORS FORM on page 21 (if applicable).	8
		x	Completed and signed Drug Free Workplace Certification (optional).	23

Please state company name and authorized signature _____