



# SCHOOL BOARD OF POLK COUNTY

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April 7, 2006

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GAIL F. MCKINZIE, Ph.D.  
Superintendent of Schools

ADDENDUM #01

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To: All Vendors

From: Scott Clanton  
Director of Purchasing and Warehousing

Subject: Bid Number 078-MHH-0406, Waste Removal Services  
- Term Contract

This addendum is issued to reflect changes and corrections in specifications for the above bid.

All additions are in brackets ([ ]), **bold type** and underlined for easy identification. All deletions are indicated by strikethrough (~~strikethrough~~).

**NOTE:**

Among other things, this addendum reflects changes on the Bid Form. PLEASE COMPLETE ALL APPLICABLE SECTIONS OF THIS ADDENDUM, SIGN AND RETURN THIS ADDENDUM IN ITS ENTIRETY WITH YOUR SEALED BID PACKAGE IN ORDER FOR YOUR BID TO BE ACCEPTED. If you already submitted a bid please complete this addendum filling in all prices, sign and return by the deadline for receipt of sealed bids in order for your bid to be accepted.

\_\_\_\_\_  
VENDOR NAME

\*\*\*\*\* \_\_\_\_\_ \*\*\*\*\*  
PRINT OR TYPE SIGNATURE AND TITLE

\*\*\*\*\* \_\_\_\_\_ \*\*\*\*\*  
WRITTEN SIGNATURE

*Polk County Schools -  
an equal opportunity  
institution for education  
and employment*

*The Mission of Polk County Public Schools is to ensure rigorous, relevant learning experiences  
that result in high achievement for our students.*

ADDENDUM #01 (continued)

Bid Number 078-MHH-0406, Waste Removal Services- Term Contract

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The following question was asked during the Optional Pre-Bid Conference held Thursday April 6, 2006 in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida.

Question:

Can the awarded bidder use sub-contractors?

Answer:

*Sub-contractors may be allowed, contingent on prior approval of The School Board of Polk County. This reply shall not be construed as creating any contractual relationship between any subcontractor and the School Board of Polk County. The awarded vendor shall be responsible for the performance of any and all subcontractors. The awarded vendor shall not only be held liable to the School Board of Polk County for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The School Board of Polk County may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.*

Please note these changes in the Special Terms and Conditions Section C. item 2 in the Invitation To Bid.

2. **BID BOND REQUIREMENT:** Each bid shall be accompanied by a Certified or Cashier's Check or Bid Bond in the amount of 10% of the total estimated annual contract period cost for the first year of the contract. (To be calculated by using vendor's per yard price multiplied by the container size multiplied by the number of pickups during the annual contract period; for rollofs use the pull price multiplied by 400[; for Clamshell Loaders use the pull price multiplied by 40; for Rear Load Hoppers use the pull price multiplied by 40]). 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 successful bidder will execute and furnish a performance and payment bond to The School Board. The Check or Bid Bond will be returned to bidders after award of the contract. **(Submittal required.)**

Please note these changes in the Special Terms and Conditions Section C. item 3 in the Invitation To Bid.

3. **PERFORMANCE AND PAYMENT BOND:** Within ten working days from notice of award of bid, the successful 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 (to be calculated by using vendor's per yard price multiplied by the container size multiplied by the number of pickups during the annual contract period; for rollofs use the pull price multiplied by 400[; for Clamshell Loaders use the pull price multiplied by 40; for Rear Load Hoppers use the pull price multiplied by 40]). The bond submitted is to serve as security for performance of contract. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted herein, during the period of this contract, The School Board of Polk County, Florida, reserves the right to consider the successful 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 or your Certified or Cashier's Check will be returned by The School Board of Polk County, Florida.

Please note these changes to in the Special Terms and Conditions Section R. item 4 in the Invitation To Bid.

4. **LANDFILL RATE CHANGES:** [Should landfill rates charged by the County (Polk County Board of County Commissioners) change after award of this bid] Bid prices shall remain firm for a minimum of one hundred eighty (180) calendar days from the date of award of the bid. ~~Should there be a change (increase or decrease) in the landfill rates from the County after the initial 180-day period,~~ the successful bidder shall submit documentation of the rate change to the Polk County Schools Purchasing Director and the Assistant Superintendent of Support Services or his 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 successful 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 our 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 rate change shall be subject to verification and prior approval by the Purchasing Director and the Assistant Superintendent of [Support] ~~Transportation~~ Services or his designee. Rate increases for any ~~other~~ reason [other] than [, outlined] ~~the above~~ [, and/or specified in section L. of the Special Terms and Conditions] shall not be considered.

Please note these changes to the Bid Form on the Invitation To Bid.

BID FORM

**[PLEASE COMPLETE THIS BID FORM (FILL IN ALL PRICING AND RETURN WITH YOUR SEALED BID PACKAGE).]**

**NOTE:** Vendors must enter their prices on this Bid Form using the format provided. Any re-worked version or modification of this Bid Form, including statements added by the Vendor, may result in disqualification of the bid.

1. COST FOR SERVICE:

a. **Charge per cubic yard** (based on container size) for garbage pickup per specifications and schedule (section R. SPECIFICATIONS - #2.) at each of the approximately fifty-nine (59) designated areas. Charges shall include all disposal fees. The Pick-up Schedule covers the twelve-month period beginning July 1, and ending June 30, each year. Evaluation of this bid shall be based on cost for the removal of estimated total cubic yards of waste.

\$ \_\_\_\_\_ per yd.

b. Additionally, we need the cost for "Rolloffs" as required for construction and remodeling projects from July 1 through June 30 each year. State the cost per pull (pick-up) of rolloffs only. Disposal fees and Franchise Fees (where applicable) are not to be included here, but are to be itemized on invoices [(no vendor mark-up to these fees is allowed)]. **No charges may be included on Rolloff invoices except as noted here.** The number of pulls (pick-ups) anticipated annually is expected to ~~exceed~~ [be approximately] four hundred (400).

ROLLOFF \$ \_\_\_\_\_ per pick-up

[c. Clamshell Loaders: Please quote the cost for Clamshell Loaders as required during the contract year July 1 through June 30 each year. State the cost per pull (pick-up) of Clamshell Loaders only. Disposal fees and Franchise Fees (where applicable) are not to be included here, but are to be itemized on invoices (no vendor mark-up to these fees is allowed). No charges may be included on Clamshell Loaders invoices except as noted here. The number of pulls (pick-ups) anticipated annually is expected to be approximately forty (40).]

[CLAMSHELL LOADER\$ \_\_\_\_\_ per pick-up]

[d. Rear Load Hoppers: Please quote the cost for Rear Load Hoppers as required during the contract year July 1 through June 30 each year. State the cost per pull (pick-up) of Rear Load Hoppers only. Disposal fees and Franchise Fees (where applicable) are not to be included here, but are to be itemized on invoices (no vendor mark-up to these fees is allowed). No charges may be included on Rear Load Hoppers invoices except as noted here. The number of pulls (pick-ups) anticipated annually is expected to be approximately forty (40).]

[REAR LOAD HOPPERS\$ \_\_\_\_\_ per Hopper]

ADDENDUM #01 (continued)

Bid Number 078-MHH-0406, Waste Removal Services- Term Contract

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**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.**