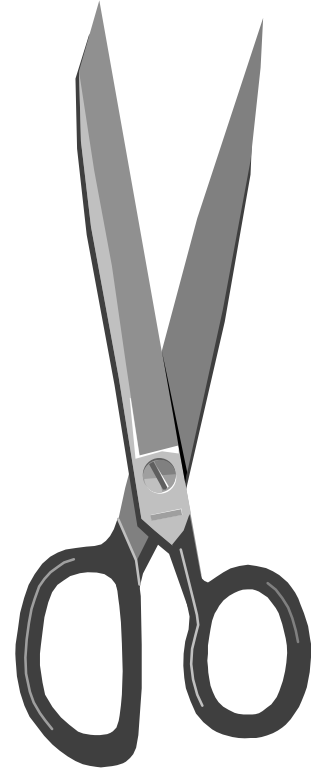


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO:	PURCHASING DEPARTMENT School Board of Polk County PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN	
SEALED BID NO.:	078-MHH-0406
BID TITLE:	WASTE REMOVAL SERVICE – TERM CONTRACT
DUE DATE/TIME:	April 14, 2006 @ 2:30 PM
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/purchasing>. Click on "Vendor Application" from the menu at the top 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 078-MHH-0406 Posted March 29, 2006

Sealed bids will be received until 2:30 PM on April 14, 2006 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, 2009. Contract(s) awarded from this bid will begin on July 1, 2006 and will run through June 30, 2009.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See Bid Specifications
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about April 17, 2006 and will remain posted for a period of 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. 63-04-059207-53C)

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. **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.
19. **ATTACHMENTS:** All attached sheets are a part of this bid and any special conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.

25. **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 and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
26. **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.
27. **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.
28. **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.
29. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, 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."

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.

Special Terms and Conditions

A. SCOPE: This agreement covers garbage and trash pickup service at approximately fifty-nine (59) school and educational support sites owned by The School Board Of Polk County, Florida. The Contractor and all equipment used, as well as the physical disposal of the garbage and trash, shall be inspected, approved and licensed as required by the appropriate state, county, and city governments and public health authorities. During fiscal year June 1, 2004 through July 31, 2005 expenditures for this service totaled approximately \$400,000. As a separate issue, the District reserves the right to negotiate an agreement for the collection of recyclable materials with the successful bidder.

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 **Thursday, April 6, 2006** 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.** If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the bid (see Section H, below). The deadline for questions and requests for additional information shall be at the close of this conference.

C. QUALIFICATION OF BIDDERS, SUBMITTALS: In order to be considered for an award on this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. The contractor must be regularly and successfully engaged in the type of work described in the specifications of this bid prior to the date of bid submission. Please return required submittals, listed in items 1 and 2 below, with your bid. **(Submittals required.)**

1. **REFERENCES:** Submit a list of three (3) recent projects that are most similar to the scope of work described in this bid, with a brief description of work satisfactorily completed (list school districts if possible). The list must include the location, contract tenure (dates) and telephone number of the owner's representative for each example provided. **(Submittal required.)**

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) 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.)
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). 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.
- 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 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 successful 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.

D. FINGERPRINTING AND BACKGROUND SCREENING REQUIREMENTS:

1. During the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act, was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005. Included in this bill is language that alters the provision of 1012.465, Florida Statutes. Our current interpretation of the applicable language is this law requires that vendor personnel who are permitted access on school grounds when students are present must meet level 2 screening requirements as described in s. 1012.32. The screening requirement includes fingerprinting, an F.D.L.E. background screening and any other appropriate background check. Please go to the School Board of Polk Co. website (<http://www.polkfl.net/transportation/fingerprinting.htm>) for more complete information on this topic. Particular attention should be given to The Superintendent's Notification Letter to Vendors and Vendor's Self Certification Form.

E. 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.

F. AWARD: The award shall be on a composite basis to one vendor. Award will be based on the fee charge for refuse removal in accordance with the container/pick-up schedule and bid specifications. All estimates of cubic yards to be hauled are approximate. Actual yardage hauled may vary; however, yardage estimates indicated shall be used in the evaluation of this bid.

G. USE OF OTHER CONTRACTS: The School Board 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 School Board 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.

H. ADDENDA: It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ www.polk-fl.net/purchasing for addendum related to this bid and to obtain all addendum.

I. 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.

J. **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 School Board 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 all required 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.

K. **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 @ www.polk-fl.net/purchasing 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

Please state company name and authorized signature _____

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

L. OPTION TO REQUEST ANNUAL PRICE ADJUSTMENT: Bid prices shall remain firm for the first twelve (12) months of this contract. The successful 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 successful vendor 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 urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), 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 17. Any price adjustment shall be approved by the Purchasing Director and the Assistant Superintendent of Support Services prior to the new price becoming effective.

M. FUNDING OUT/TERMINATION/CANCELLATION:

1. Florida School Laws (Section 237.161, 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 successful 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.

N. CANCELLATION OF AWARD/TERMINATION: In the event any provisions of this bid are violated by the bidder(s), the Superintendent or designee will give written notice to the bidder(s) stating the deficiencies. If the deficiencies are not corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

O. EMPLOYEES: The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

P. 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.

Q. DIRECTIONS TO SCHOOLS: Bidders not familiar with the location of the Schools listed in this bid document can go to this website www.polk-fl.net/school-list/default.asp and download MAPQUEST® directions to each school.

R. SPECIFICATIONS:

1. **Containers:** The Contractor shall furnish commercial heavy-duty containers 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.

2. **Location/Container/Pick-Up Schedule:** Solid Waste containers
 - a) The contractor shall pick up garbage and trash at each of the approximately fifty-nine (59) designated areas per pick up schedule below. Pick-ups by the Contractor during the summer vacation period (approximately June 1, through July 31) shall be scheduled once every four (4) weeks. Sites and numbers of containers are approximate and may change according to the needs of the District.

 - b) Exceptions: Excluded from the reduced pick-ups during the Summer part of the schedule are Combee Elementary, Doris Sanders Elementary, Jesse Keen Elementary and Valleyview Elementary, which are on the modified calendar schedule (12 months of school). Also excepted are Travis Vocational-Technical Center, Jim Miles Professional Development Center, and the seven maintenance facilities listed which are on a year round schedule. The pick-up schedule shall be adjusted to accommodate all holidays, including the Winter break (2 weeks), which may interrupt normal scheduled service.

 - 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 School Board reserves the right to alter the Pick up Schedule as required but shall make every effort to minimize such changes.

 - e) **LOCATION/CONTAINER/PICK-UP WEEKLY SCHEDULE:** Solid Waste containers (Schedule excludes the months of June and July as noted in Paragraph 2-a) above.)

<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
1. Alturas Elementary	2 - 4 yard	2 times per week
2. Anna Woodbury Elementary	1 - 4 yard	3 times per week
3. Auburndale Central Elementary	1 - 8 yard	3 times per week
4. Auburndale High School	2 - 8 yard 1 - 8 yard	3 times per week 5 times per week

<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
5. Boswell Elementary	1 - 8 yard	3 times per week
6. Caldwell Elementary	1 - 8 yard	5 times per week
7. Churchwell Elementary	1 - 6 yard 1 - 4 yard	3 times per week 3 times per week
8. Crystal Lake Elementary	1 - 8 yard	3 times per week
9. Crystal Lake Middle	2 - 6 yard	5 times per week
10. Dwight Smith Center	1 - 4 yard	3 times per week
11. East Area Adult	1 - 6 yard	3 times per week
12. Fort Meade High School	1 - 8 yard 1 - 4 yard 1 - 4 yard	3 times per week 3 times per week 2 times per week
13. Garden Grove Elementary	2 - 4 yard 1 - 8 yard	3 times per week 1 times per week
14. Gause Riverside Academy	1 - 4 yard	3 times per week
15. George Jenkins High School	2 - 6 yard 1 - 8 yard	5 times per week 1 times per week
16. Griffin Elementary	1 - 6 yard 1 - 4 yard	3 times per week 2 times per week
17. Highland City Elementary	1 - 4 yard 1 - 8 yard	3 times per week 3 times per week
18. Kathleen Elementary	1 - 6 yard	3 times per week
19. Kathleen Middle	3 - 4 yard	3 times per week
20. Kathleen High	1 - 4 yard 2 - 6 yard	5 times per week 5 times per week
21. Lake Gibson Middle	2 - 6 yard	3 times per week
22. Lake Gibson High	2 - 8 yard 1 - 8 yard	5 times per week 1 times per week
23. Lake Shipp Elementary	1 - 6 yard	5 times per week
24. Lena Vista Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week

Please state company name and authorized signature _____

<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
25. Lewis Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week
26. Loughman Oaks Elementary	1 - 6 yard 1 - 6 yard	3 times per week 5 times per week
27. McLaughlin Middle	1 - 8 yard 1 - 8 yard	3 times per week 5 times per week
28. Medulla Elementary	2 - 6 yard	3 times per week
29. N.E. Roberts Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week
30. Oscar Pope Elementary	2 - 6 yard	3 times per week
31. Padgett Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week
32. Polk County Opportunity School	1 - 4 yard	3 times per week
33. Scott Lake Elementary	1 - 6 yard	3 times per week
34. R. Bruce Wagner Elementary	1 - 6 yard	5 times per week
35. Roosevelt Academy	1 - 6 yard	3 times per week
36. Sandhill Elementary	1 - 6 yard	5 times per week
37. Scott Lake Elementary	1 - 8 yard 1 - 8 yard	3 times per week 5 times per week
38. Sikes Elementary	1 - 8 yard	4 times per week
39. Snively Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week
40. Socrum Loop Elementary	1 - 6 yard	3 times per week
41. Spook Hill Elementary	1 - 6 yard	5 times per week
42. Stambaugh Middle	1 - 8 yard	5 times per week
43. Wahneta Elementary	1 - 8 yard	5 times per week
44. Wendell Watson Elementary	2 - 6 yard	3 times per week
45. Westwood Middle	1 - 6 yard 1 - 6 yard	3 times per week 5 times per week

Please state company name and authorized signature _____

<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
46. Winston Elementary	2 - 8 yard	3 times per week

f) **LOCATION/CONTAINER/PICK-UP SCHEDULE:** Year round solid waste

<u>LOCATIONS</u>	<u>CONTAINERS</u>	<u>PICK-UP SCHEDULE</u>
47. Combee Elementary	1 - 4 yard 1 - 6 yard	3 times per week 3 times per week
48. Doris Sanders Learning Center	1 - 4 yard	3 times per week
49. Jim Miles Professional Development Center	1 - 4 yard	2 times per week
50. Jesse Keen Elementary	1 - 6 yard	5 times per week
51. Valleyview Elementary	2 - 6 yard	5 times per week
52. Traviss Technical Center	2 - 2 yard 3 - 4 yard	3 times per week 3 times per week
53. Lakeland Skyview Transportation	1 - 8 yard	1 times per week
54. Spirit Lake Rd Warehouse	1 - 4 yard	1 times per week
55. Lake Wales Bus Shop #3	1 - 8 yard	1 times per week
56. LW-9 Service Center	1 - 8 yard	1 times per week
57. L-6 Maintenance Service Center	1 - 8 yard	1 times per week
58. WH-5 Maintenance Service Center	1 - 8 yard	1 times per week
59. Warehouse units 8 & 9 Reynolds road	1 - 6 yard	1 times per week

g) **Football Season:** Each of the five high schools listed above shall also have one (1) four (4) cubic yard container (solid waste pickup) located near concession stands during football season (approximately September 1, through November 15). These containers shall be picked up once each week and are to be removed at the end of the season. Presently, the season is eleven (11) weeks. Therefore, one 4-yd. container for each of the five high schools times eleven weeks equals an approximate total of 220 cubic yards hauled per season. This will be in addition to the containers listed in schedules (e) and (f) above.

3. **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 Jean Wilson, Support Services
P.O. Box 391
Bartow, FL 33831

4. **LANDFILL RATE CHANGES:** 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 Transportation Services or his designee. Rate increases for any other reason than the above shall not be considered.
5. **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.

ATTACHMENT 1

See example (sample) below of a requested price adjustment for the contract period July 1, 2007 through June 30, 2008.

On March 15, 2007 the vendor submits a written request for a price adjustment increase for the contract period July 1, 2007 through June 30, 2008. 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 L., for the calendar year 2006. If approved, the annual percentage rate of inflation (rounded to one decimal place) for the calendar 2006, would be added to the existing "per cubic yard" unit bid prices and the roll-off per pick-up unit bid prices. The adjusted rates would be effective for the contract period July 1, 2007 through June 30, 2008

Change Output Options: From: 2005 To: 2005 GO
 include graphs **NEW!** [More Formatting Options](#) →

Data extracted on: March 28, 2006 (12:17:22 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0000S0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0	188.8	193.2

12 Months Percent Change

Series Id: CWUR0000S0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	3.0	3.0	3.1	3.7	2.9	2.6	3.3	3.8	5.2	4.7	3.5	3.5	3.5	3.1	4.0

Note: This Example shows the annual percentage rate for calendar year 2005. The BLS does not forecast future inflation rates.