

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b> SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>	<b>INVITATION FOR BID</b> <b>Bidder Acknowledgement and Acceptance Form</b>
<b>BID TITLE:</b> SOLID WASTE COLLECTION, DISPOSAL & SINGLE STREAM RECYCLING SERVICES	<b>BID NO.</b> 24-53
<b>DELIVERY F.O.B. DESTINATION:</b> All designated District schools, centers and support facilities.	<b>ISSUE DATE:</b> April 23, 2024 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844) 269-9018
<b>BID DUE DATE AND TIME:</b> <u>May 08, 2024 at 3:00 p.m. (EST)</u>	<b>BID OPENING:</b> Purchasing Department
A <b>non-mandatory</b> pre-bid meeting is scheduled for <u>April 30, 2024</u> , at <u>10:00 a.m.</u> , in Conference Room "E" at the District Office, 620 East University Avenue, Gainesville, FL 32601. All prospective Bidders are encouraged to attend meeting.	

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:	FAX #:
BIDDER EMAIL ADDRESS:	BIDDER WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID#:

**PURCHASING CARDS:**  
SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

**NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:**

<input type="checkbox"/> 1. Insufficient time to respond to the IFB	<input type="checkbox"/> 4. Our production/service schedule will not permit a response
<input type="checkbox"/> 2. Could not meet the specifications	<input type="checkbox"/> 5. Remove our name from this bid list only
<input type="checkbox"/> 3. Does not offer the product or service specified	<input type="checkbox"/> 6. Other _____

**FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.**

**SERVICES:** If the services described in this IFB are customarily provided by SBAC or which SBAC is in the business of performing, and, instead, Bidder will provide these services, then the paragraph listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked.

Paragraph 64

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT [WWW.SBAC.EDU](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

**Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:**

<p><b>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</b></p>
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**If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Office at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.**

**Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.**

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

**Bid Package:** Mark in lower left-hand corner of the envelope containing your Bid, “**IFB #24-53, SOLID WASTE COLLECTION, DISPOSAL & SINGLE STREAM RECYCLING SERVICES**”, **TO BE OPENED AT 3:00 P.M., MAY 08, 2024.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- SUBMITTALS CHECKLIST FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- APPENDIX A – FACILITY SERVICE SITE/SCHEDULE

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SUBMITTALS CHECKLIST

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This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall  each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	37-40
<input type="checkbox"/>	Questionnaire	41-42
<input type="checkbox"/>	References	43-44
<input type="checkbox"/>		
<input type="checkbox"/>		
<b>REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (<a href="http://www.sbac.edu">www.sbac.edu</a>)</b>		

**FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.**

This form is  applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is  not applicable to this IFB and **shall not** be included in Bidder's Bid.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**  
*(To be completed by each Bidder or Bid will be deemed Non-Responsive)*

Name of Bidder: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

**INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.**

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.**

**NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."**

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

The bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: ***[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].***

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's state of bar admission and bar/license #: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

**Instructions for Certification**

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
IFB #24-53, Solid Waste Collection, Disposal & Singles Stream Recycling Services	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM**

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder’s performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, and indecent exposure (if sexual in nature).
- B. If Bidder’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435\(1\)\(a\)1.](#), relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

**Exemptions from fingerprint based background screening:** If Bidder’s work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees’ line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder’s license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder’s employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.**

**Certification**

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
IFB 24-53, Solid Waste Collection, Disposal & Single Stream Recycling Services	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Bidder represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
IFB #24-53, Solid Waste Collection, Disposal & Single Stream Recycling Services	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

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COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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This waiver is  applicable to the IFB. This waiver is  not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



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INSURANCE CERTIFICATION FORM

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This form  is applicable  is not applicable to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable  Not Applicable

*Workers Compensation – Coverage A*

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

*Comprehensive General Liability*

- **\$2,000,000 Each Occurrence**
- **\$2,000,000 Per Project Aggregate**
- **\$2,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

*Comprehensive Automobile Liability (Combined Single Limit)*

- **\$1,000,000 Each Occurrence**

Applicable  Not Applicable  **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable  Not Applicable  **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable  Not Applicable  **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: "*Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC.*" **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

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**By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contact award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of Kirby Smith Administration Building at above address; by facsimile transmission to: 844.269.9018).**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# ATTACHMENT A

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

### 1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. BID OPENING: Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. AWARD: SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. WORK CONDITIONS/IFB EXAMINATION: Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. SILENCE OF THE SPECIFICATIONS: The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with any Bid 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 IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS: Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.
- LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.
- ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.
- VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.
- It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.
- A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.
- A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.
- Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
34. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.
35. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.
36. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
37. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.
39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.
40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.
42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to [accountspayable@gm.sbac.edu](mailto:accountspayable@gm.sbac.edu). All invoices shall, at a minimum, include the following:
- ✓ IFB #;
  - ✓ Purchase Order #;
  - ✓ Description of goods and/or services, including quantities;
  - ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.
44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.
46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.
48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.
49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.
51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee’s will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB’s insurance requirements described the Insurance Certification Form.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker’s compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney’s fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that is has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT’S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, “substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act’s Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm). The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative’s bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC’s fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. LIFE CYCLE COSTING: If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. WARRANTY OF ABILITY TO PERFORM: 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 Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. RECORDS RETENTION AND ACCESS: Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. CONFIDENTIAL INFORMATION: Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following fulfillment of all contractual obligations hereunder, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment.
63. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.
64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not

transfer the records to SBAC; d. Upon completion of the contact, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

65. NONACADEMIC COMMODITIES AND SERVICES: In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.
- ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).
66. COPELAND "ANTI-KICKBACK" ACT: All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.
  67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.
  68. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
  69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free 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 vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) 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; b) 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; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) 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 contract, 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; e) 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; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
75. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.
76. E-VERIFY: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
77. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SBAC is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Bidder agrees that it is not providing SBAC with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, Bidder certifies its compliance with this provision. The Bidder shall pass these requirements down to any of its subcontractors funded under this Agreement. The Bidder shall notify SBAC if the Bidder cannot comply with the prohibition during the performance of this Contract.



78. DOMESTIC PREFERENCES FOR PROCUREMENTS: (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-

ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

79. PROHIBITED INFORMATIONAL REQUEST: The SBAC will not request documentation of, consider, or give a preference based on the vendor's social, political, or ideological interests.

ATTACHMENT B  
 GENERAL/TECHNICAL SPECIFICATIONS  
 IFB 24-53  
 SOLID WASTE COLLECTION, DISPOSAL &  
 SINGLE STREAM RECYCLING SERVICES

The School Board of Alachua County (hereinafter “SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (hereinafter “IFB”) to provide the specified services in accordance with the following specifications.

**1. Scope of Service:** The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a firm fixed price contract for the management, collection, transport, processing, marketing, and disposal of various types of waste and recyclable materials that are common to the operations of a K-12 educational facility. SBAC currently serves a population of approximately 28,000 students located in twenty-two (22) elementary schools, seven (07) middle schools, seven (07) high schools, and nine (09) and centers. The District also maintains six (06) other ancillary support sites. Bidder shall be required to provide services to all District sites (hereinafter “service sites”), unless specifically excluded by established municipal agreement or as otherwise waived by District.

It is the intent of the District to develop and implement a socially responsible, comprehensive waste management program that is both efficient and cost effective, and that reflects the primary objective of minimizing the solid waste stream and cost of disposal by diverting comingled recyclable materials from mainstream waste. To that end, the District plans to vigorously promote recycling at all facilities with the specific goal of increasing the volume of recyclables collected over time thereby decreasing the amount of solid waste placed in landfill.

It shall be the responsibility of Bidder to provide, at its own expense, all labor, supervision, technical expertise, equipment, transportation, facilities and other services as necessary for the proper execution and performance of contract. Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all Federal, State, County, and municipal regulatory requirements.

**2. Tentative Schedule:**

- April 23, 2024 ..... Invitation for Bid Issued
- April 30, 2024 ..... Pre-Bid Meeting (Non-Mandatory)
- May 01, 2024 ..... Last Day to Submit Questions
- May 08, 2024 ..... Bid Due Date
- May 21, 2024 ..... Planned Award Date
- July 01, 2024 ..... Commencement of Services

**3. Pre-Bid Meeting:** A non-mandatory pre-bid meeting is scheduled for April 30, 2024, at 10:00 a.m. in Conference Room “E” at the District Office, 620 East University Avenue, Gainesville, FL 32601. The purpose of meeting is to provide clarification and information to prospective Bidders. All prospective Bidders are encouraged to attend meeting.

**4. Questions:** Any inquiries, questions and requests for clarification of the IFB document shall be directed in writing to Jeffrey Garcia/Purchasing Manager via email ([garciaj@gm.sbac.edu](mailto:garciaj@gm.sbac.edu)) or facsimile (844 269-9018) by no later than close of business on May 01, 2024. The District shall not respond to questions received after this date. Should it be necessary to revise the IFB, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Bidder. All addenda to the IFB shall become part of the IFB and any awarded contract. It shall be the responsibility of Bidder to visit the Purchasing Department website for any issued addenda prior to submission of Bid response. The District shall not email or send addenda directly to prospective Bidders.

**5. Award:** The District anticipates making award of a firm fixed-price contract on a lot-by-lot basis to the low, responsive, and responsible Bidder(s), in the opinion of the School Board, as follows:

- Lot A – Solid Waste Collection and Disposal, and Single Stream Recycling Services
- Lot B – Roll-Off Container Services

In making recommendation for award, the Purchasing Department shall take into consideration the compliance to IFB specifications, and qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

Upon award of contract, the Purchasing Department shall issue a Notice of Award letter to successful Bidder(s). The award letter, IFB and any issued addendums, and Bidder's submitted Bid response, shall constitute the complete agreement between the parties. No other separate document shall be issued.

**6. Contract Term/Renewal Option:** The contract term shall be approximately three (03) years, beginning on or about July 01, 2024, and ending June 30, 2027. Thereafter, the contract may be renewed for three (03) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least forty-five (45) days prior to the end of current contract period. The District shall notify Bidder when the School Board has acted on the recommendation.

**7. Contract Value:** Any estimated quantities stated herein are for Bid tabulation purposes only, based on current usage, and may not be a definitive representation of the quantity of services purchased under the awarded contract. The District provides these estimates to assist Bidders in developing their Bid responses. However, these estimates do not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated. The District does not guarantee or imply any volume of services under the contract. By submission of Bid, Bidder agrees to honor unit prices bid regardless of volume of purchased services.

**8. Service Modification:** Both temporary and extended changes in service requirements may occur over the life of contract. SBAC reserves the right to add, delete or change service locations and schedules, service frequency, container size and quantity and quantity, and other requirements as changes become necessary for the effectual management of the contract. The District anticipates reducing service frequency during summer months and suspending service on a temporary basis service during extended holiday breaks. It is agreed and understood that such modifications are allowable under the terms of awarded contract, and unless otherwise expressly stated herein, shall not cause any change in price bid. Bidder shall not unilaterally modify the terms and conditions of contract by affixing additional provisions based on said modifications.

**9. Contract Management:** All day-to-day operational aspects of contract services shall be scheduled, coordinated, and managed by the District's Custodial Coordinator (hereinafter "District Representative") under the authority and direction of the SBAC Facilities Department. The service site may also directly communicate service and safety issues to route personnel when onsite at facility. Bidder shall respond to and honor all reasonable requests within the scope of contract made by said parties. All services shall be subject to periodic review by District Representative to ensure compliance with contract specifications, time schedule, and established quality standards.

**10. Bidder Qualifications:** SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. For consideration of award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bidder shall be an established firm whose sole or primary business is the provision of waste management services to commercial (business/institutional) accounts as typical in the District. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of five (05) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida similar in scope of this contract shall be required. Service level and experience shall be verifiable. Negative references, in the opinion of SBAC, may cause disqualification of Bidder.

- B. Licensures: Bidder shall be licensed and insured to perform all services described herein within the State of Florida, and limits of Alachua County, It shall be the responsibility of Bidder to possess and maintain, for the life of the contract, all other permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract. Failure to maintain such approvals during term of contract shall be grounds for immediate termination of contract.

Bidder shall provide legible photocopies of all applicable licenses and permits (Federal, State, County, and local) upon request authorizing Bidder to: operate in Alachua County, Florida and the unincorporated areas therein, and; dispose of solid waste, and construction and demolition debris at designated waste disposal facility;

- C. Location: Service response time is an essential part of this contract. Bidder shall maintain an operational service dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. In addition, Bidder shall currently have one (01) or more established collection routes servicing commercial accounts within limits of Alachua County. SBAC reserves the right to waive one or both aforementioned requirements should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service to the District;
- D. Service: Bidder shall currently have, and maintain for term of agreement the necessary organization, facilities, equipment, and qualified personnel to ensure competent, prompt and efficient service on a District-wide basis in support of this contract. The criteria used in determining service level shall include experience, size and capacity of firm, personnel qualifications, quality control procedures and management, and customer service communication and responsiveness. Specific qualification criteria as appropriate to service level are further delineated herein;
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District. Specific billing requirements are further delineated herein;
- F. Financial Capacity: Bidder shall be financially stable, be in good standing with creditors, and have resources necessary to maintain the organization, facilities, equipment, and personnel required in the performance of contract. Bidder may be required to provide financial statements and other information to demonstrate its financial and operational capabilities. All such information shall be in accordance with generally accepted accounting principles.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District during the evaluation process within three (03) business days of request. In the event SBAC determines, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject Bid, and evaluate next apparent lowest Bidder.

**11. Familiarity with Laws:** Bidder shall be required to be familiar with all local municipal and county laws, ordinances, rules and regulations that may, in any manner, affect the services described herein. Ignorance of such requirements shall not relieve Bidder from any responsibility for compliance therewith.

**12. Regulatory Compliance:** Reference Attachment A, "45. Regulatory Compliance": In addition... Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Department of Transportation (DOT); Department of Environmental Protection Agency (EPA); and, Occupational Safety Health Administration (OSHA) codes and regulations. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract.

In the event of conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

**13. Exempt Purchases:** Certain municipalities within the District have established exclusive franchise or license agreements with waste management contractors to provide all or part of the services described herein. It is the intent of the District that any such current and future agreement shall supersede any contract awarded resulting from this IFB. Municipalities currently operating with exclusive franchise agreements for solid waste services currently include the cities of Hawthorne, High Springs, and Newberry. All service sites within these franchised jurisdictions shall be exempt from the established contract for services provided by municipality.

It shall be the responsibility of Bidder to investigate and verify that all listed service sites are eligible to participate in this solicitation, and to advise District of any unidentified municipal franchise agreements. By submission of Bid, Bidder agrees to provide solid waste/recycling services to all District service sites not under the municipal agreement exclusion or as otherwise waived by District.

Should any municipality or county government enter into written exclusivity agreement after award of this contract, the contract shall be modified to exclude those service sites within its jurisdiction without penalty or prejudice to SBAC. Furthermore, should awarded Bidder currently be under exclusive contract to provide commercial contract services to any of the aforementioned municipalities, SBAC may petition municipality for exemption from such contract for all or part of services specified herein. Upon consent from municipality, all terms and conditions of this IFB shall prevail including established service rates.

**14. Non-Exclusivity:** SBAC reserves the right to acquire the services herein described from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to SBAC, in the event: (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) in cases of emergency; or; (C) in fulfillment of Board Policy

**15. School Recycling Fundraisers:** The District anticipates that some schools and school activity groups may develop recycling programs for specific materials as fundraisers. Generally, these materials shall include newspapers and/or aluminum cans. SBAC reserves the right to exempt any such materials collected under these programs from the District-wide recycling program. Bidder shall not be responsible for providing any assistance in any school-based recycling program.

**16. Dispute:** The Purchasing Department, in consultation with the Facilities Department, shall resolve any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any. Should any technical issue require clarification, the District may, at own expense, confer with third party consultant. The District shall provide Bidder a written copy of decision. It is agreed and understood that the decision of District shall be final and conclusive.

**17. Omissions from the Specifications:** Reference Attachment A, “7. Silence of the Specifications”: In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description concerning any point shall mean that only the best commercial practices are to prevail. Bidder shall perform all services all services in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory standards, to the complete satisfaction of the District. Bidder shall make all interpretations of the contract upon the basis of this statement. Furthermore, should any services, functions or responsibilities, not specifically described in this IFB, be necessary for the proper and customary performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein

**18. Service Conditions:** Reference Attachment A, “6. Work Conditions/IFB Examination”. In addition... Bidder is advised to carefully examine all IFB specifications and to become thoroughly informed regarding any conditions and requirements that may affect the services provided herein. It shall be the sole responsibility of Bidder to make such investigations and inspections as appropriate to fully understand and become familiar with all facilities, and any difficulties and restrictions attending the execution of service. Failure to make such examinations shall not relieve Bidder of any obligation to perform as specified herein. The District shall not allow any deviations or allowances in the services performed under the pending contract because of lack of physical examination of the facilities or knowledge of difficulties affecting the work not specifically addressed in the IFB.

**19. Subcontractors:** Reference Attachment A, “49. Subcontracts”: In addition... The Bidder shall be the sole source of contact for the contract. The District shall not subcontract any work under the contract to any other firm and shall not deal directly with any subcontractors. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject, should sub-tier contractor: not meet qualification criteria; previously fail in performance of similar contract; or, not be in the position to perform services to the satisfaction of the District.

**20. Fines, Citations, and Damages:** Bidder shall be solely and financially responsible for all fines, citations and or damages levied by any regulatory agency against the District for incidents directly caused by any regulatory violations and/or negligence on the part of Bidder.

**21. Personnel:** Reference Attachment A, “40. Bidder Personnel”: In addition... The District considers the expertise, experience and training of personnel a critical element of this contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. Bidder shall establish personnel qualifications and provide job-related training that would ensure the performance of services in a safe, correct and efficient manner, in conformance to all regulatory requirements and standards of care as reasonably expected by District.

**22. Certification:** By submission of Bid, Bidder certifies that all personnel to be assigned duties in the performance of contract have been adequately trained, properly licensed, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties.

**23. Fingerprinting and Background Checks:** Reference page 5, “Jessica Lunsford Act – Bidder Affirmation Form”. All service personnel onsite at any District facility must be fingerprinted and undergo a background check in accordance with the Jessica Lunsford Act. Upon clearance, the District shall issue a photo ID badge to personnel who must visibly display and immediately present badge upon request by District staff. The cost of fingerprinting shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the unit prices bid. The District shall deem non-compliance with the background screening requirements as a default of contract. Additional information regarding JLA requirements is available on the Purchasing Department website.

**24. Uniforms/Protective Clothing:** All service personnel shall be required to wear a standard company uniform while performing duties, including shirt and trousers. Uniform shirt shall display a minimum of one (01) visible patch or emblem that clearly identifies the employing company. Bidder shall be responsible for providing all safety or protective items required for safe performance of work. All such items shall be in conformance with established OSHA standards.

**25. Personnel Conduct:** Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder shall be responsible for informing all assigned personnel of the rules and regulations of the District including: prohibition of smoking/vaping and tobacco products; usage of proper language; prohibition of possession and use of controlled substances and alcoholic beverages; prohibition of the possession of fire arms, either on their person or in vehicle; and, any other restrictions that may apply. Bidder’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not fraternize with students, teachers, or other District staff not directly involved with the contract services. The District strictly prohibits interaction with student population. When in contact with school staff, Bidder’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Violation of any District rules and regulations may result in removal of the individual(s) involved from the District site. Furthermore, the District may prohibit Bidder from assigning the individual(s) in any work performed under this contract.

**26. Emergency Service:** Bidder shall have the capability to provide waste collection services on an emergency basis in the event of a hurricane, tornado, severe storm, flood, other natural disaster, or any occurrence identified as an emergency by SBAC. Emergency service shall mean those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. Bidder shall designate a representative and provide a direct phone number or other means of communication to receive requests for emergency service outside of normal business hours.

**27. Rapid Recovery from Disaster:** In the event of a natural disaster or other identified emergency, the District may grant Bidder reasonable variance from regular routes, schedules and disposal sites during the time emergency exists. Such variances shall require the written expressed approval of the Purchasing Department. The District reserves the right to make sole determination as to what constitutes an emergency including any unnamed storms. Bidder shall be required to resume services immediately after the event, to such degree as necessary for the rapid recovery of all affected facility sites. Bidder must perform contract services without unnecessary delay to ensure minimal interruption of District daily operations.

Should any disaster clean-up work require additional equipment, personnel, or overtime hours that, in the opinion of District, is not within the scope of contract, Bidder may recover all fair and reasonable costs provided a supplemental written agreement is executed between the parties prior to performance of work. As condition of payment, Bidder shall submit paid receipts and other documentation as required by District to verify expense.

**28. Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition... Bidder shall take all necessary steps to protect the students, faculty, and public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity to exercise extreme caution when pedestrians are near containers or surrounding areas. All traffic signs, regulations, and speed limits shall be strictly observed while onsite at any facility. For the safety of students and staff, the District cautions Bidder to avoid performing services during student drop-off/pick-up times. SBAC reserves the right to stop work immediately when conditions are unsafe. Bidder shall immediately report to District Representative any accidents causing injury.

**29. Protection:** Bidder shall take all necessary precautions to protect District property from Bidder’s activities. Bidder shall be responsible for the protection of all District facilities and other improvements while performing operations including vegetation, landscaping, roof overhangs, driveways, sidewalks, curbing, and fence gates. Bidder shall especially be cognizant of, and operate with due care, in close proximity to surface utilities. Bidder shall become familiar with the location of all utilities within service area at each District site. It shall be the responsibility of Bidder to notify District Representative of any condition that may exist that may potentially damage District property prior to commencement of services.

**30. Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless an time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.

**31. Records:** Reference Attachment A, “61. Records Retention and Access”: In addition... Bidder shall maintain such financial records and other records prescribed by the District or by applicable Federal and State laws, rules and regulations for a period of three (03) years following final payment. Among these records, Bidder shall provide District with documentation required by Legislative laws requiring public institutions to meet yearly target percentages of recycling rates culminating in 75% recycling by the year 2020. Bidder shall also retain all complaints reported by the District, including dates received and resolved, and final disposition. Bidder shall make these records available during the term of the contract and any subsequent renewal periods for examination, transcription, and audit by the District, its designees, or other entities authorized by law. Bidder shall provide copies of records at no cost within five (05) business days of request.

**32. Activity Reports:** Bidder shall be responsible for maintaining sufficient information and records to determine the level of activity of various categories of services in the contract. Records shall include verifiable weight information for all waste and recyclables that are collected. Bidder shall provide this information on a quarterly basis to District Representative and other designated District personnel.

**33. Waste Audits:** Bidder shall assist District in conducting an annual waste audit to identify and access the quantity of waste and recyclables generated each day. Upon completion of audit, Bidder shall provide technical assistance in studying ways to improve the efficiencies and economies of operation using established techniques and industry developments.

**34. Dispute:** The Purchasing Department, in consultation with the Facilities Department, shall resolve any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any. Should any technical issue require clarification, the District may, at own expense, confer with third party consultant. The District shall provide Bidder a written copy of decision. It is agreed and understood that the decision of District shall be final and conclusive.

**35. Service Guarantee:** The District expects Bidder to maintain an acceptable level of service throughout the duration of the contract. All services shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and be performed to the complete satisfaction of the District. Bidder shall warrant that all services conform to contract specifications, be free from faults and defects, and meet or exceed the quality of services provided to other commercial customers, of similar size and scope of the contract. Payments in full or otherwise shall not constitute a waiver of this guarantee.

In the event that any services are found deficient or do not otherwise conform to specifications, Bidder shall re-perform services at own expense. The timeframe for any re-performance of services shall be subject to the approval of District. In the event Bidder fails to re-perform services within the specified time, the District reserves the right to have the services remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District.

**36. Performance:** The District Representative shall report all performance related complaints to Account Representative or other appropriate designee. Bidder shall promptly resolve reported complaints pursuant to the applicable terms of the contract by no later than the close of next business day. The District shall consider requests for additional time on a case-by-case basis. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**37. Habitual Violator:** Reference Attachment A, “47. Termination for Default”: In addition... Should the District determine that the number of complaints at any site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder’s record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a “habitual violator”. In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.



## TECHNICAL SPECIFICATIONS

**38. Definition of Terms:** Should any definitions below conflict with similar definitions common within industry, the definitions herein shall prevail. No interpretation of the definitions shall require Bidder to undertake any conduct contrary to any Federal, State or local law. The following words, phrases, or terms shall have the following meaning:

- “Bulky Waste” means items whose large size or weight precludes or complicates their handling by normal collection, processing, or disposal methods. Items shall commonly include furniture, white goods, household goods, and limited remodeling and repair materials.
- “Construction and Demolition Debris (“C&D”)” means discarded materials generally considered not water-soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber. Materials may derive from the construction or destruction of a structure as part of a construction or demolition project, or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term may also include, to a lesser degree, rocks, soils, tree remains, trees, and other vegetative matter, resulting from land clearing or land development operations for a construction project, and clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
- “Contamination” means the placing of any type of materials inside a container for which it is not intended thereby causing a deviation from normal collection, processing and/or disposal procedures.
- “Recovered Materials” means (Rule 62-722 (9), F.A.C.) any metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials required subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- “Recycling” means (Rule 62-701 (99), F.A.C.) any process by which solid waste, or materials, which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- “Solid Waste” means sludge unregulated under the Federal Clean Water Act or Clean Air Act; sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- “Special Wastes” means those solid wastes that require special handling and management including, but not limited to: white goods; waste tires; used oil; lead acid batteries; construction and demolition debris; ash residue; yard trash; biological wastes, and mercury-containing devices and lamps.
- “White Goods” means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- “Yard Waste” means vegetative matter resulting from landscaping maintenance or land-clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

**39. Description of Basic Services:** Bidder shall remove, transport, store, separate, process, market, and properly dispose of various categories of generated non-compacted waste and recyclable materials that have been properly prepared and placed in dumpsters and/or roll-off containers for collection at all designated schools, centers, and ancillary service sites.

### Lot A – Solid Waste Collection and Disposal, and Single Stream Recycling Services

#### Section 01: Solid Waste Collection and Disposal

Bidder shall...

- A. Collect and dispose solid waste placed in dumpsters on a regular basis in strict accordance with established schedule;
- B. Make “additional” collections upon request at any service site within specified time limit;

- C. Collect and dispose solid waste placed in dumpsters at a nominal number of service sites on an “on call” basis within specified time limit;
- D. Properly dispose of collected solid waste in strict conformance with all applicable Federal, State and local laws, ordinances and regulations.

Section 02: Single Stream Recycling Services

Bidder shall...

- A. Furnish, deliver, place, and maintain all specified dumpsters as required at all designated service sites;
- B. Collect commingled recyclables placed in dumpsters on an regular basis in strict accordance with established schedule;
- C. Make “additional” collections upon request at any service site within specified time limit;
- D. Collect commingled recyclables placed in dumpsters at a nominal number of service sites on an “on call” basis within specified time limit;
- E. Separate, process, prepare, and market all collected recyclables to brokers or end-users, ensuring that materials are actually recycled.

Section 03: Yard Waste Collection and Disposal

Bidder shall...

- A. Collect yard waste placed in both the District and awarded Bidder owned dumpsters at all designated service sites on an “on call” basis within specified time limit. Bidder shall provide additional dumpsters upon request should they be needed;
- B. Properly recycle or dispose of containerized yard waste in strict conformance with all applicable Federal, State, and local laws, ordinance and regulations.

Supplemental Service: Clam Truck Service

Bidder shall...

- A. Collect non-containerized bulky waste, white goods, and yard waste at designated service sites on an “on call” basis within specified time limit;
- B. Properly dispose of collected waste in strict conformance with all applicable Federal, State, and local laws, ordinance, and regulations.
- C. In the event that Clam Truck is not available for any reason, awarded Bidder may utilize a rear load type truck (without grapple loader) to perform bulk waste removal service.

Lot B – Roll-Off Container Services

Bidder shall...

- A. Furnish, deliver, place, and maintain 20 and 30 cubic yard roll-off containers as required at designated service sites within one (01) business day of request.
- B. Pull, empty, and return containers on an “on call” basis within one (01) business day of request. Containers shall be returned to service site unless released by District Representative;
- C. Properly dispose of various categories of hauled waste in strict conformance with all applicable Federal, State and local laws, ordinances and regulations. The District makes no claims or guarantees as to container contents.

The District periodically requires roll-off containers, on a temporary basis, at various service sites in conjunction with construction related projects. In addition, three (03) twenty (20) cubic yard roll-off containers are currently used on a continuous basis at three (03) different locations to facilitate collection of construction and demolition debris and other type waste materials including bulky waste and refuse (Class I and III). The District may also occasionally use containers to collect scrap metal and other recyclable materials. All such recyclable materials having any resale value shall remain property of District unless otherwise agreed.

**40. Recycling Services:** It is the intent of the District to implement a socially responsible recycling program that is both efficient and cost effective in minimizing mainstream waste by segregating as many recovered materials as possible to achieve Florida's 75% Recycle Goal.

The District's preference for recycling activities is a single stream collection and hauling model. Single stream recycling allows end user to place all specified recyclable materials loosely or in plastic bags into one dumpster, making it more convenient and efficient to participate.

Recoverable Materials: The District understands that the variability and volume of recoverable materials diverted from the solid waste stream is critical to the success of the contract. To that end, the District desires successful Bidder to collect and recycle the following recoverable materials:

- Aluminum cans and foil
- Juice pouches (polyethylene film)
- Glass bottles and jars (clear, brown, green)
- Plastic containers (#1-7), screw top bottles
- Small steel items
- Tin and steel food containers (#10 cans)
- Cardboard (flattened)
- Fiber board (i.e., cereal boxes)
- Gable top paperboard cartons (milk and juice)
- Magazines
- Office paper
- Mixed paper
- Soft bound books
- Catalogs
- Newspapers
- Telephone books
- Junk mail

Bidder shall indicate agreement to collect and recycle each of the materials listed herein unless an exception is made. Bidder's inability or refusal to accept and recycle two (02) or more of listed materials may be a factor in award. As markets change and new technologies develop, recyclable materials may be added/deleted from list upon written mutual agreement of parties. Bidder shall have established recycling market/end users for all recyclable materials collected under this contract. Bidder certifies by submission of Bid that all specified materials shall be recycled and not be diverted to a waste landfill or incinerated unless otherwise approved in writing by the District. The District reserves the right to request a statement of assurance to that effect at any time during contract term. Bidder's failure to recycle all specified materials in the manner specified herein shall be cause for termination of contract.

Confidentiality Issues: Bidder shall reasonably protect the confidentiality of District by recycling mixed paper, sorted office paper, cardboard, and newspaper in an appropriate manner.

**41. Exempt Waste:** It is understood that the following categories of "special waste" are not within the scope of this contract and shall not require collection services: bio-hazardous, biological, biomedical or hazardous waste; waste tires; used oil; lead-acid batteries; and, other solid waste for which there is no legally permitted disposal, processing, transfer or storage facility within Alachua County.

**42. Waste Disposal Facilities:** All facilities utilized in the performance of contract for the disposal of solid waste materials and residual contamination of recyclables shall be subject to the approval of District including permitted landfills and transfer stations. All such facilities shall comply with all Federal, State and local municipal laws, ordinances and regulations. Bidder shall not change said facilities without the prior written approval of the Purchasing Department.

**43. Contamination:** Contamination of materials shall occasionally occur based on the volume of waste and recyclable materials generated. Bidder shall immediately notify District Representative upon discovery of contaminated materials in any dumpster that would cause a deviation from normal processing and/or disposal procedures. The District shall be responsible for removing such materials from dumpster and notifying Bidder upon completion of task. The District Representative shall contact service site and address the repeated degradation of recycled materials by improper sorting or disposal.

**44. Community Waste:** The District is cognizant of household waste and other type items placed illegally in and around the perimeter of dumpsters on District property by residents of community. In such event, Bidder shall empty dumpster and notify District Representative should occurrences continue on a regular basis. The District shall take reasonable corrective action to remedy activity. Should Bidder's route personnel observe anyone illegally dumping waste on District property, they should report incident to their dispatch and provide any information that may be helpful in identifying the responsible party. The District does not authorize any further action.

**45. General Supervision:** Bidder shall perform services correctly and safely, in conformance to IFB specifications and all regulatory codes, and for ensuring the strict adherence to collection schedules. Bidder shall implement collection control procedures to ensure timely execution and tracking of collections in progress, and work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. The cost of general supervision shall be an element of the Bidder's overhead burden in unit prices bid.

**46. Bidder's Representative:** Bidder shall designate one (01) person as Account Manager who shall have complete authority to transmit instructions, receive information, interpret and define Bidder's policies and decisions with respect to all services provided under this contract. Account Manager shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. Account Manager shall respond to all calls from the District requesting assistance within two (02) hours of initial contact during normal business hours. Bidder shall immediately notify District Representative of any Account Manager change.

**47. Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate requirements (i.e., missed and additional pick-up, on-call services, etc.) and other messages during normal business hours (Monday – Friday) from 7:00 a.m. to 3:30 p.m. Email may also be an acceptable form of communication. In addition, Bidder shall have the means to receive service related inquiries after normal operating hours. See "emergency" requirements as specified herein for further requirements.

**48. Service Area:** The defined geographical service area of this contract shall include all District schools, centers, and support facilities within limits of Alachua County, and one center located within limits of Bradford County in the City of Stark. Refer to Appendix A for current listing of all service sites.

**49. Service Transition:** Successful Bidder, if not incumbent, shall coordinate removal of all containers with current service provider, and schedule delivery/placement of own containers in a timely manner to ensure that there is no interruption of service. Unless otherwise approved by District Representative, it shall be required that all new containers are appropriately deployed and ready for service within five (05) business days of contract effective date.

**50. Point of Collection:** Bidder shall deliver and place dumpsters at the designated area at each service site as directed by District Representative. Bidder shall not ordinarily change dumpster location without the expressed approval of District Representative. Should container have to be relocated for any reason, Bidder shall perform service at no additional cost within three (03) business days of request.

**51. Site Access:** Bidder shall coordinate site access directly with the District Representative or appropriate representative at service site. Bidder may be required to open and re-secure gates and other type enclosures for collection. Each service site shall provide gate keys, if required, to allow access to dumpsters during non-business hours as to not prohibit contractor from fulfilling contractual obligations in a timely and efficient manner.

**52. Method of Collection:** Bidder shall perform services with minimum amount of disruption to the normal operations of service site. Upon arrival at service site, Bidder shall empty dumpster completely, and return dumpster to exact location. Those service sites that make it practice to lock dumpsters shall provide keys. Bidder shall not re-lock dumpsters after collection during normal operating hours unless otherwise directed.

**53. Blocked Dumpsters:** In the event that access to any dumpster is blocked, Bidder shall honk horn three (03) times. If no response, Bidder shall immediately report incident to District Representative before leaving site. It shall be the responsibility of Bidder to return to service site and make collection no later than 9:00 a.m. next business day. The District shall consider failure to make collection as a missed collection.

**54. Spillage:** Bidder shall not litter or cause any spillage to occur while on District property or on any public right-of-way. Bidder shall be responsible for assisting service site in keeping the area around dumpsters clean. During hauling, Bidder shall ensure that waste does not leak, spill or blow out of the enclosed metal bed. Regular maintenance of vehicles is required to prevent any discharge of waste, oil, hydraulic fluids and other fluids into the environment. In the event that any spillage or leakage does occur resulting from Bidder's operations, it shall be the responsibility of Bidder to immediately clean-up and leave area in a clean and litter-free condition.

Bidder shall perform any required clean-up operations at own expense in compliance with all health and safety standards, and to the complete satisfaction of the District.

**55. Time of Completion:** Time is of the essence in completing all services as specified. It is critical to the performance of contract that Bidder prosecute all collections regularly, diligently and uninterrupted in accordance with established schedule. The District recognizes that service delays may occasionally occur for reasons beyond control of Bidder. Bidder shall immediately notify District Representative should Bidder anticipate any delay, for any reason, to exceed one (01) business day. The repeated documented failure to complete services within established schedule shall be cause for termination of contract.

**56. Service Frequency:** Refer to Appendix A, Facility Service Site/Schedule. The District shall be solely responsible for determining the service frequency at each designated service site based on reasonable projection of activity. The District reserves the right to modify the service frequency at any service site during contract term should service be inadequate or inefficient. Frequent dumpster overflow shall constitute justification for increase in service frequency. Waste volume levels consistently below half full in any dumpster shall constitute justification for decrease in service frequency. The District shall make request for service modification a minimum of ten (10) business days prior to effective date. For billing purposes, any change in collection fee due to modified service frequency shall be effective the first day of week after change.

**57. Schedule of Collections:** Refer to Appendix A, Facility Service Site/Schedule. Unless otherwise expressly stated herein, Bidder shall perform collection services on a regular scheduled basis on each day as specified. The District shall be responsible for developing and maintaining a collection schedule with defined service days for all service sites based on required service frequency. The District shall not ordinarily schedule collections on weekends (Sat/Sun) or during holidays. Bidder shall not change established service schedule at any service site without the written approval of District Representative. The District shall only consider proposed changes to service frequency if it results in improved efficiency at service site.

**58. Non-Service Days:** All District facilities operate on a year-round basis with the exception of holidays and during summer months when the work schedule changes to a four (04) day workweek (M-Th.). It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules is available on the District's website: [www.sbac.edu](http://www.sbac.edu).

Holidays: Each calendar year, the District closes on customary holidays, which may vary by date each calendar year, subject to the approval of School Board.

Single Day Holidays:

- M.L. King, Jr.; President's Day; Memorial Day; Juneteenth; Fourth of July; Labor Day; and, UF Homecoming. Should holiday fall on a scheduled collection day, collection shall be performed on the following business day.

Extended Holidays:

- Spring Holiday: March/April (05 business days)
- Thanksgiving Holiday: November (03 business days)
- Winter Holiday: December/January (10 business days)

Bidder shall perform one (01) collection of all solid waste and recycling dumpsters at all services sites during the first two (02) business days of each scheduled extended holiday. Thereafter, the District shall suspend collection services during the remainder of holiday period.

Summer Break: The regular school year ends approximately the first week of June, with the exception of those select schools offering summer session. The new school year begins approximately the third week of August. The District anticipates temporarily increasing service frequency immediately prior to these periods in preparation of school closing/opening. During summer break, it is anticipated that the District shall change days and hours of operation for all schools and support facilities to a ten (10) hour day, four (04) day workweek (M-Th.), with corresponding service schedule being appropriately decreased to reflect shortened workweek.

District Representative shall initiate and approve all modifications to service prior to implementation. The District shall provide Bidder a written copy of modified schedule a minimum of ten (10) business days in advance of change in schedule.

**59. Additional Collection:** In the event that materials have exceeded dumpster capacity prior to scheduled service date, the District may request Bidder to perform an additional collection in accordance with the following time limits:

- If request made before 12:00 noon, Bidder shall perform collection the same business day;
- If request made after 12:00 noon, Bidder shall perform collection no later than 9:00 a.m., next business day.

All requests for additional collections shall be initiated and approved in advance by District Representative or authorized representative of service site. Bidder shall bill any additional collections on invoice as a separate line item on invoice, in accordance with applicable unit price bid. However, Bidder shall charge the regular established service fee should the additional collection not be within stated time limit. Service sites that repeatedly require additional collections shall be subject to modification of service schedule.

**60. Non-Scheduled (“On-Call”) Service:** The District reserves the right to request collections be made on an “on-call” basis for any of the specified services when, in its opinion, scheduled service is not practical or cost effective. Bidder shall perform “on call” collections within one (01) business day of request unless otherwise mutually agreed. The District shall conditionally allow additional time to make “on call” collections of such materials as yard waste if it does not disrupt the operations of facility. In such case, Bidder shall perform services within three (03) business days of request. In the event “on call” collections become recurrent at any site, the District may request change to scheduled service. The “on-call” charge for collection of solid waste and recycling shall be in accordance with the applicable unit price bid for service frequency “1x – 2x”.

**61. Missed Collections:** Unless as otherwise permitted herein, the District shall consider Bidder’s failure to make collection on scheduled day for any reason a missed collection. In such event, Bidder shall be responsible for making collection by no later than 9:00 a.m. on next business day. Upon arrival, Bidder shall be responsible for collecting any waste overflow around perimeter of dumpster due to missed collection, at no additional charge. Bidder shall only charge for services rendered; there shall be no charge for missed collections.

The District considers missed collections as unacceptable practice and a violation of contract except under certain justified conditions. Bidder shall have a contingency back-up plan in place with sufficient collection vehicles and qualified personnel to ensure compliance with established collection schedules. Bidder may be in default of contract should there be three (03) or more missed collections at any service site within a single month.

**62. Service Hours:** All collections shall ordinarily be performed during regular facility operating hours, Monday through Friday, approximately 7:00 a.m. to 5:00 p.m. Actual hours of collection shall be subject to the operating hours and accessibility of each service site and any other applicable restrictions. Collections routinely made outside of regular operating hours shall require the expressed approval of District Representative. For safety reasons, Bidder shall avoid making collections during periods of peak student activity including normal school drop-off and release times, which vary by service site. Bidder shall not perform collections at any time that would disrupt the operations of facility.

Prior to commencement of services, Bidder shall provide District Representative a service schedule listing approximate collection times at each service site. It is imperative that Bidder schedule school collections at such time to ensure that cafeteria garbage does not remain in dumpsters over weekends. Service schedule/times shall be subject to the approval of District Representative in consultation with FNS Department, taking into consideration any known restrictions.

Collections shall be consistent in time of day ( $\pm 2$  hours) to ensure the avoidance of dumpster waste overflow. In such event, Bidder shall collect any solid waste placed around perimeter of dumpster, at no additional charge. Failure to adhere to established service schedule may result in Bidder having to make return trip to service site at later time of day.

**63. Equipment:** Bidder shall have readily available and maintain all service vehicles, containers, equipment, and accessories customarily used in the industry, and necessary to perform duties under any awarded contract. The District considers having necessary and operable equipment critical to the performance of the contract to ensure that there is no disruption of service at any time. Bidder's failure to possess and continually maintain said equipment in good working condition shall be grounds for contract termination.

Vehicles: All container collection and hauling service vehicles shall:

- Be sufficiently sized to allow transit on facility drives and service areas without damage to sidewalks, drives, curbs, grass areas, or landscape materials;
- Be in good operating condition and appearance;
- Be equipped with a backup warning device;
- Be clearly identifiable with Bidder's name, local business telephone number and vehicle identification number painted uniformly on each side and back of vehicle;
- Be equipped with customary accessory equipment including broom, shovel, fire extinguisher, road hazard signs, and absorbent materials or spill kits adequate for containing and cleaning up oil, hydraulic leaks and other spills;
- Be periodically washed and kept in clean condition, free of any excessive odors;
- Be in compliance with all applicable noise and air emission regulations;
- Be operated at all times in accordance with all current laws, rules, codes, ordinances, and licensing requirements of Federal, State, and local agencies having jurisdiction and authority.

Vehicles used for dumpster collection shall be front loader/packer type with enclosed metal bed that is easy to clean, and reasonably leak proof to prevent any spillage during collection and transport. Reserve vehicles shall be immediately available to resume normal service without interruption in the event of primary equipment breakdown. SBAC reserves the right to inspect service vehicles at any time to ensure compliance with minimum established standards.

#### **64. Container Requirements:**

Lot A: Dumpsters: Bidder shall furnish new or quality refurbished dumpsters at all designated service sites as necessary for the collection of solid waste and recyclable materials. A minimum of one (01) eight (08) cubic yard solid waste dumpster and one (01) eight (08) cubic yard recycling dumpster shall be required at each designated service site. The District reserves the right to determine the quantity of dumpsters at each service site based on the projected volume of generated materials. The District may request the addition, removal, or replacement of dumpsters at any time during term of contract should changes in capacity requirements occur. Bidder shall perform dumpster delivery/transfer services within three (03) business days of request by District Representative, at no charge to the District.

All dumpsters shall:

- Be a commercial front-end load (FEL) slant type of such design that contents can be mechanically dumped into a front loader/packer type collection vehicle;
- Meet the minimum cubic size volume capacity of eight (08) cubic yards. The District shall not accept refurbished dumpsters modified in size resulting in significant reduction in volume capacity. In such case, Bidder shall immediately replace any modified dumpster found unacceptable by District.
- Be constructed of heavy gauge steel or acceptable alternative as approved by District;
- Be structurally sound to ensure that they are leak free; all moving parts shall operate as designed by manufacturer;
- Have two (02) lightweight, plastic, lift-up lids to prevent exposure to rain, wind, and animals;
- Be lockable, by either manual (i.e., hasp, lock-bar) or automatic mechanical mechanism;
- Be primed inside and outside to reduce corrosion;

- Be freshly painted; solid waste dumpsters shall be painted with corporate standard color; recycling dumpsters shall be painted green in accordance with industry standards and the District's recycling program, and be clearly distinguishable in color from the solid waste dumpster. Dumpster colors shall be subject to the approval of District.
- Be clearly identifiable with Bidder's name and local business telephone number;
- Be clearly labeled or marked as to their size, content, use, and other notification labels as determined relevant by District Representative. Recycling dumpsters shall have markings signifying a recycling symbol and have verbiage indicating specific acceptable recyclable materials. All labels shall be provided at no additional cost to the District;
- Be in conformance to industry and regulatory standards in regards to performance, appearance, and cleanness.

Repair/Maintenance: Bidder shall be responsible for inspecting and maintaining dumpsters on a continuous basis throughout term of contract. Bidder shall maintain dumpsters in a clean and odorless condition, free of rust and graffiti, and replace drainage plugs when necessary. Collection vehicles shall be equipped to spray a sanitizer/disinfectant into each dumpster a minimum of one (01) time per week upon completion of lift. The spray chemical shall be approval by District Representative in writing prior to use.

Bidder shall pressure-wash the interior and exterior of all dumpsters on an annual basis, at minimum, during summer months. Dumpsters shall additionally be pressure-washed upon request should a sanitation issue exist. If performing pressure-washing offsite at other location, Bidder shall replace dumpster with clean, fresh unit at time of removal.

All dumpsters shall be subject to the approval of District as to type, size, performance, color, markings, and aesthetic correctness. Dumpsters that are determined to be unacceptable for any reason by District shall be repaired or replaced within three (03) business days of request unless otherwise approved by District Representative. The cost of maintenance, repair, or replacement of dumpsters shall be an element of the Bidder's overhead burden in the unit prices bid.

Lot B: Roll-off Containers: Bidder shall have readily available and furnish roll-off containers to designated service sites on an as-needed basis.

Roll-off containers shall:

- Be heavy-duty, open top, box type designed and built to withstand applications as described herein;
- Be of the appropriate size (20 or 30 cubic yard) as determined by District based on projected volume of generated waste;
- Meet ANSI safety specifications and dimensional standards for haulers;
- Be clearly labeled or marked as to their size, content, and use;
- Be clearly identifiable with Bidder's name and local business telephone number;
- Be in conformance to industry and regulatory standards in regards to performance, appearance, and cleanness;
- Be maintained in clean and usable condition, and free of any debris.

The District understands and agrees that all containers provided by awarded Bidder(s) in the performance of contract under Lot's A and B shall remain the property of Bidder(s) upon expiration of contract.

**65. District Owned Dumpsters:** The District currently owns and maintains a minimal number of eight (08) cubic yard (FEL) dumpsters used exclusively for yard waste at designated service sites. The District anticipates removing all dilapidated dumpsters from service during term of contract. Bidder shall be responsible for relocating District owned dumpsters as directed by District Representative and providing replacement dumpsters at any time during term of contract at no additional cost to the District. All dumpsters removed from service shall remain the property of District unless otherwise approved by District Representative.



**66. Price:** Bid unit price for each service category as listed on Attachment C, Form of Proposal. Bidders are not required to bid both lots. However, for each lot bid, Bidder must submit unit price for each specified service category. The District shall not accept or evaluate partial lot bids. Decimals may be carried a maximum of two (02) places for each unit price bid. The District shall deem a unit price of \$0.00 as “included at no charge”.

It is the intent of the District that this be a full service, all-inclusive contract. Bidder shall perform all services complete for price bid regardless of final cost incurred. The District shall only pay Bidder for the exact number of collection services rendered. Pricing bid shall be inclusive of all aspects of services required including technical expertise, supervision, labor, transportation, customary equipment, container/dumpster rental, waste disposal, material processing, insurance, profit, and any and all other direct or indirect costs associated with the execution and performance of the contract. No additional costs, expenses or surcharges (i.e., fuel, etc.) shall be applicable to the contract unless specifically permitted herein. Unless otherwise expressly stated herein, unit prices bid shall be firm and fixed for the term of contract and any subsequent renewal periods.

Supplemental Services: As a supplement to contract, the District requests Bidder to propose unit pricing for the provision of clam truck services on an “on call” basis.

**67. Franchise Fees:** The District understands that municipalities typically charge commercial contractors a franchise fee based on a percentage (%) of gross revenues for collection services. Bidder may pass-through directly to the District any franchise fees imposed by local municipality ordinance or regulation applicable to the services provided herein. Bidder shall calculate and list any franchise fees at exact cost as a separate line item on monthly invoice, no mark-up allowed. The District shall require notification and support documentation of any change in franchise fees a minimum of ten (10) business days prior to effective date.

**68. Revenue from Recyclables:** The District recognizes that all or part of the generated recyclable materials described herein may have value as determined by grade, and this value, as a rule, may fluctuate based on market conditions. The intent of the District is to allow Bidder to retain all revenue realized from the marketing of recyclable materials to defray all or part of operating expense of the recycling program. To that end, the District agrees to transfer all rights of ownership of recyclable materials to Bidder at time and place of collection. The District makes no statement as to the amount of recyclables to be collected under this contract.

**69. Recycling Promotional Support:** The District recognizes that the degree of participation and success of the recycling program shall be relative to the level of education, training, and active promotion as provided during term of contract. It is also understood that proper tools (i.e., bins, totes, etc.) to facilitate the recycling process must be readily available to all service sites to encourage involvement and ensure that all services are efficiently and effectively performed. To that end, the District desires to work in partnership with successful Bidder to promote recycling on a District-wide basis and will consider acceptance of any measure of program support that Bidder may offer, in accordance with School Board policy.

**70. Basis for Charges:**

Lot A – Solid Waste Collection and Disposal, and Single Stream Recycling Services

Section 01: Solid Waste Collection and Disposal

- A. Bid unit price per defined service frequency for the scheduled collection of one (01) eight (08) cubic yard dumpster. Unit price as applicable to each service site shall be firm and fixed, and shall not change due to any temporary modifications of service schedule. Unit price shall include processing, collection, transportation, waste disposal fee, dumpster rental, and all other associated costs related to the performance of service;
- B. No separate monthly dumpster rental fee shall be charged in association with solid waste collection services;
- C. Any necessary additional collections performed shall be billed as a separate line item on invoice in accordance with applicable unit price as established for service site;
- D. Non-scheduled (“on-call”) service, if specified, shall be based on unit price bid for the service frequency “1x – 2x”;

## Section 02: Recycling Services

- A. Bid unit price per defined service frequency for the scheduled collection of one (01) eight (08) cubic yard dumpster. Unit price as applicable to each service site shall be firm and fixed, and shall not change due to any temporary modifications of service schedule.  
  
Unit price shall include collection, transportation, processing of recyclable materials, any third party processing fee, dumpster rental, and all other associated costs related to the performance of service;
- B. No separate monthly dumpster rental fee shall be charged in association with recycling services;
- C. Any necessary additional collections shall be billed as a separate line item on invoice in accordance with applicable unit price as established for service site;
- D. Non-scheduled (“on-call”) service, if specified, shall be based on unit price bid for the service frequency category “1x – 2x”;

## Section 03: Yard Waste Collection and Disposal

- A. Bid unit price for the collection of one (01) eight (08) cubic yard dumpster at all designated service sites on an “on call” basis. Unit price shall include all waste disposal fees assessed by waste disposal facility;
- B. No separate monthly dumpster rental fee shall be charged in association with services.

## Supplemental Service: Clam Truck Service

- A. Bidders are requested to propose unit pricing for the collection of non-containerized bulky waste, white goods, and yard waste at service sites on an “on call” basis;
- B. Bidder shall pass-thru cost of waste disposal directly to District at exact cost by waste disposal facility, no markup allowed.
- C. List waste disposal charge as a separate line item on invoice.
- D. In the event that Clam Truck is not available for any reason, awarded Bidder may utilize a rear load type truck (without grapple loader) to perform bulk waste removal service.

## Lot B – Roll-Off Container Services

- A. Bid unit price for the delivery of appropriate size container to any service site within District;
- B. Bid unit price for the pull/return of container as required on an “on call basis. Unit prices shall be firm and fixed;
- C. No container rental fee shall be charged in association with roll-off container services;
- D. Bidder shall pass-through cost of waste disposal, as appropriate to waste type, directly to the District at exact cost charged by waste disposal facility, no mark-up allowed. The disposal fee shall not be exclusive to SBAC or exceed the current published commercial hauler “tipping fee” charged at the Alachua County Transfer Station or the lowest published commercial rate charged to most-favored customers by waste disposal facility for category of waste disposed.
- E. List waste disposal charge as separate line item on invoice. Copy of certified weight certificate required.

**71. Price Adjustment:** The District recognizes that certain significant changes in the cost of doing business may occur during term of contract that are beyond the control of Bidder. In consideration thereof, the District may allow adjustments to contract pricing under the following limited conditions. The District shall not approve any requests for price adjustment for any reason other than as specified herein.

## 71.1 Waste Disposal Fee Change

Lot A: Solid Waste Collection: Bidder shall be responsible for notifying District of any change (+/-) in waste disposal fee within five (05) business days of announcement. Should Bidder intend to request an unit price adjustment based on an increase in waste disposal fee, a written request accompanied with official support documentation shall be submitted to the Purchasing Department a minimum of thirty (30) calendar days prior to effective date. Conversely, the District reserves the right to request a downward price adjustment should there be a decrease in waste disposal fee.

The Purchasing Department shall approve all price adjustments through written amendment to contract. For billing purposes, the effective date of price adjustment shall correspond to the date of fee change. However, the failure of Bidder to give proper notification to the District may result in delay of approval/payment. In such event, any credit due District for a decrease in disposal fee shall be issued retroactive to effective date of change.

Method of Adjustment: The District recognizes that Bidder may co-mingle the District's solid waste materials with other commercial accounts during collection process. In consideration thereof, the following formula represents the conversion method for calculating the unit price adjustment per collection based on change in waste disposal "tipping fee". For purposes of computation, the per ton conversion rate for each containerized cubic yard (cy) shall be eighty (80) lbs. for non-compacted solid waste, and forty (40) lbs. for non-compacted yard waste.

To illustrate formula...

- Solid Waste per Collection Adjustment Computation:

$(\text{Container Size in Cubic Yards}) * (80 \text{ lbs.}) \div (2000 \text{ lbs.}) * (\text{Tipping Fee Increase/Decrease in } \$ \text{ per ton}) =$   
Amount of price (\$) increase/decrease per collection

- Yard Waste per Collection Adjustment Computation:

$(\text{Container Size in Cubic Yards}) * (40 \text{ lbs.}) \div (2000 \text{ lbs.}) * (\text{Tipping Fee Increase/Decrease in } \$ \text{ per ton}) =$   
Amount of price (\$) increase/decrease per collection

Lot B: Roll-Off Container Services: Bidder shall pass-through any increase/decrease in waste disposal fees charged by waste disposal facility directly to the District at exact cost, no markup allowed.

Waste Disposal Facility: Should Bidder utilize a waste disposal facility other than that operated by the Alachua County Department of Public Works, the District shall not approve any request for price adjustment based on a waste disposal fee greater than the current published commercial hauler "tipping fee" charged by Alachua County for the applicable waste category. The District shall additionally require that the waste disposal fee not be exclusive to SBAC or exceed the lowest published commercial rate charged to most-favored customers. Should Bidder own/lease and operate said designated waste disposal facility, the District shall require that waste disposal fee be firm and fixed for the initial first twelve (12) months of contract.

### **B. Price Redetermination**

Unit prices bid shall remain firm and unchanged during the initial first (1<sup>st</sup>) year of three (03) year contract term. Bidder may petition the District for an price adjustment at the beginning (anniversary date) of second (2<sup>nd</sup>) year of base contract term and each one (01) year period thereafter, including any renewal periods, on the basis of changes in the costs of operation after contract effective date and which, by all reasonable expectations, shall continue for at least one year. The District shall only consider one (01) request for price adjustment per contract year.

Any price redetermination shall be based upon changes as documented by the Producer Price Index (PPI) published by the U.S. Department of Labor, Bureau of Statistics (BLS), using PPI Title: Solid Waste Collection, Series ID: PCU562111562111, or any successor index. This information is available at <http://www.bls.gov/ppi>. Should index be discontinued, then an index shall be selected that is mutually agreeable to both parties. The contract shall terminate at the end of its current term should parties fail to agree on index.

For consideration, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to the annual anniversary of contract start date, a written request accompanied with sufficient and relevant documentation to support request. The Purchasing Department shall review and correlate any price increase request with available PPI data and other information deemed relevant. The District reserves the right to conversely request a full or partial reduction (-) of the amount of any previously approved price increase should unforeseen conditions in the marketplace or industry result in a significant, sustained, and verifiable decrease in pricing, as evidenced by PPI index data. In no event shall the downward adjusted price be lower than original price bid for any of the service categories.

For price calculation purposes, the PPI base index number shall be for the most current update posted relative to date of contract award. For all periods thereafter, the PPI current index number shall be the most recent update posted forty-five (45) calendar days prior to contract annual anniversary date. The referenced PPI shall be determined by using the simple percentage method of calculation to compute the percentage change. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. It is understood that any price adjustment granted shall only apply to that (%) portion of unit price directly associated with collection services, excluding waste disposal fees.

To illustrate, suppose....

- Unit price bid is \$20.00 per collection
- Current waste disposal fee cost represents 50% of the total price bid.
- Collection base price = \$10.00 (\$20.00 x .50)
- PPI base index for month of contract award: 135.5
- PPI current index for date as specified: 140.5
- PPI increase = 3.7%
- \$10.00 (base price) x .037 (PPI increase) = \$0.37
- Adjusted unit price: \$20.00 + \$0.37 = \$20.37

The District reserves the right to make sole and final determination to accept, reject, or negotiate any proposed request for price adjustment. Any approved price increase shall be in the form of a modification to the contract and remain firm during the full term of contract, or until such time as repetition of process. In the event the parties fail to agree on terms of price redetermination, the contract shall terminate at the end of the current term. The decision to reject request shall not affect Bidder's obligation under the contract.

Additional Adjustment (Recyclables): In consideration of the current volatility in the recyclable materials market, the District may consider an additional one-time contract price adjustment for recycling collection services after the initial first (1<sup>st</sup>) year of contract, on anniversary date, should conditions deteriorate resulting in a significant negative impact on the return value of one or more core recyclables categories. Bidder's petition shall contain proposed pricing methodology and substantial justification and evidence to support the need for price adjustment including comparable price changes in industry related indices and market trends. Bidder shall be solely responsible for demonstrating current market conditions and the need for price adjustment.

The Purchasing Department shall review and correlate any additional price increase request with available market data and other similar type public agency contracts. Approval shall not be automatic. The amount of price adjustment shall be established by negotiation between the parties. Any price adjustment approved by the District shall not exceed five percent (05%) of the contract unit price, in effect at time of request,

**72. Bid Tabulation/Evaluation:** The Award Total of each lot shall be determined by multiplying unit price bid times (x) estimated quantity to achieve the extended amount of each service category. The sum (+) of all extended amounts shall equal the Award Total. The Purchasing Department anticipates making recommendation of award for each lot to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications.

Supplemental Services: The District shall not evaluate or consider pricing submitted for supplemental services in Bid award. SBAC reserves the right to reject and negotiate proposed pricing with the low, responsive and responsible Bidder. Furthermore, SBAC reserves the right to acquire supplemental services from any source or via any procurement method deemed to be in its best interest.

**73. Invoices:** Reference Attachment A, “42. Invoices”: In addition... Bidder shall generate and submit one (01) invoice for each individual service site on a monthly billing cycle for charges incurred during the previous calendar month. The billing cycle shall be 28 to 31 days, corresponding to month billed. The District shall not pay invoices in advance of service (prepay). Bidder shall submit invoices a minimum of thirty (30) calendar days prior to payment due date.

Invoices shall contain sufficient information as required by the District to determine the extent of services provided and accuracy of billing. Invoices shall contain, at minimum, the following information as applicable to service category:

- PO number (if applicable);
- Invoice number;
- Invoice date;
- Service site profile including name, address, and center number;
- Account number assigned by Bidder;
- Weekly service frequency (1x, 2x...);
- Total number of collections executed;
- Service date(s);
- Quantity of dumpsters/containers;
- Unit price as applicable;
- Waste disposal fee (if applicable);
- Total invoice charge;
- Franchise fee (if applicable).

Bidder shall submit all invoices for roll-off container services with certified weight certificates from waste disposal facility. The specific invoice format, as mutually developed, shall be subject to approval of District prior to first month billing.

Unless otherwise instructed, Bidder shall mail original invoice copies to the School Board of Alachua County, Attn: Facilities Department, 3700 NE 53<sup>rd</sup> Ave., Gainesville, FL 32609. The District may also request invoices transmitted electronically via email subject to meeting all District guidelines. Email to be provided in the event of this request.

Invoice discrepancies: The capability of Bidder to provide accurate, reliable and timely invoices, statements, and credits is critical to the performance of contract. It shall be the responsibility of Bidder to ensure that all invoices are correct in every detail including price and service dates. The District shall not pay incorrect invoices. Upon notification by District, Bidder shall have one (01) billing cycle to confirm any disputed charge and reissue corrected invoice. The District may grant Bidder additional time to investigate invoice discrepancies upon request. The District reserves the right to manually correct and short pay original invoice should Bidder fail respond in the time as specified. The District may deem Bidder’s documented repeated failure to submit correct invoices as a default of contract.

Invoice Verification/Correction: The District shall verify all invoices prior to payment. The District Representative shall notify Bidder should there be a billing overcharge or other invoice discrepancy. Bidder shall be responsible for resolving any billing discrepancies within one (01) billing cycle of notification by District. Payments in full or otherwise shall not constitute a waiver of this guarantee.

**74. Method of Payment:** The District shall make payment by purchasing card or by conventional check method, at its sole discretion, after completion of services and a properly billed invoice and been received and processed. Bidder, by submitting a Bid, agrees to accept the Visa™ purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card. The District may consider terms for early payment.

ATTACHMENT C  
FORM OF PROPOSAL  
IFB 24-53  
SOLID WASTE COLLECTION, DISPOSAL &  
SINGLE STREAM RECYCLING SERVICES

**Instructions:** Bid unit price and compute extended amount for each specified service category. Respondents are not required to bid both lots. However, for each lot bid, Bidder must submit unit pricing for all defined service categories; partial Bids are not acceptable. The District shall deem a unit price of \$0 as “included at no charge”. Bidder shall not change, alter, or otherwise modify Form of Proposal in any form or manner. Any such modification may result in disqualification of Bid.

Lot A – Solid Waste Collection and Disposal, and Single Stream Recycling Services

Refer to Appendix A for specific requirements.

Award made on an all-or-none basis in accordance with IFB specifications.

Section 01 – 03: Bid unit price per collection based on defined service frequency.

- Collection = dumpster is emptied
- Service Frequency = number of days per work week collections are performed
- Estimated Quantity = number of collections per annum per specified service frequency

Section 01: Solid Waste Collection and Disposal						
Dumpster rental fee, if any, shall be included in unit price per collection.						
#	Service Category	Service Freq.	Dumpster Size	Est. Qty.	Unit Price Per Collection	Extend Amount
1	Solid Waste Collection, as specified	1x – 2x	8 cy	1570	\$	\$
2	Solid Waste Collection, as specified	3x – 5x	8 cy	5800	\$	\$
3	Additional Solid Waste Collection	On call	8 cy	30	\$	\$
Subtotal						\$

Section 02: Recycling Services						
Dumpster rental fee, if any, shall be included in unit price per collection.						
#	Service Category	Service Freq.	Dumpster Size	Est. Qty.	Unit Price Per Collection	Extend Amount
1	Recycling Services, as specified	1x – 2x	8 cy	1770	\$	\$
2	Recycling Services, as specified	3x – 5x	8 cy	4140	\$	\$
3	Additional Recyclables Collection	On call	8 cy	20	\$	\$
Subtotal						\$

Section 03: Yard Waste Collection and Disposal						
Dumpster rental fee, if any, shall be included in unit price per collection.						
#	Service Category	Service Freq.	Dumpster Size	Est. Qty.	Unit Price Per Collection	Extend Amount
1	Yard Waste Collection, containerized	On call	8 cy	90	\$	\$

<b>Award Total</b>					\$
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**Supplemental Service**

**Clam Truck Service**

The District requests Bidder to propose unit pricing for the provision of clam truck services on an “on call” basis.

Bidder may also propose an alternate pricing method for each category of waste collected. If proposing other method, Bidder shall describe method on separate page and include as attachment with submitted Bid.

#	Service Category	Service Freq.	Unit Price
a	Bulky Waste, as specified	On call	\$ /Item
b	White Goods, as specified	On call	\$ /Item
c	Yard Waste, non-containerized	On call	\$ /Trip
d	Yard Waste, non-containerized	On call	\$ /CY

The District shall not evaluate or consider pricing submitted for supplemental services in Bid award. SBAC reserves the right to reject and negotiate proposed pricing with the low, responsive and responsible Bidder. Furthermore, SBAC reserves the right to acquire supplemental services from any source or via any procurement method deemed to be in its best interest.

**Additional Information**

**Lot A – Solid Waste Collection and Disposal, and Single Stream Recycling Services**

A. **Price Redetermination:** Bidder shall provide the information below based on the disposal waste fee used in developing Bid response. The District shall consider this information in the calculation of any future price redetermination. Any requested change in the submitted percentage(s) shall be subject to approval of the Purchasing Department. The District reserves the right to make sole determination to accept, reject or negotiate any such request.

- **Section 01 - Solid Waste Collection and Disposal**  
Current waste disposal fee represents \_\_\_\_\_ percent (%) of the total unit price bid per collection.
- **Section 03 – Yard Waste Collection and Disposal**  
Current waste disposal fee represents \_\_\_\_\_ percent (%) of the total unit price bid per collection.

B. **Franchise Fees:** List all municipal franchise fees that may be applicable to the services performed under the contract.

Municipality	Method of Assessment: check (✓) as applicable and provide fee basis
	<input type="checkbox"/> % of gross revenues: _____ % <input type="checkbox"/> Other: _____
	<input type="checkbox"/> % of gross revenues: _____ % <input type="checkbox"/> Other: _____
	<input type="checkbox"/> % of gross revenues: _____ % <input type="checkbox"/> Other: _____
	<input type="checkbox"/> % of gross revenues: _____ % <input type="checkbox"/> Other: _____
	<input type="checkbox"/> % of gross revenues: _____ % <input type="checkbox"/> Other: _____

C. Waste Disposal: List the name, location, and current “tipping fee” of each waste disposal landfill that will be utilized in the performance of contract. Indicate by (✓) each designated landfill that your firm may currently own/lease and operate.

#	Waste Category	(✓)	Designated Landfill	Location (City/State)	Disposal (Tipping Fee)
1	Construction and Demolition Debris				\$ /ton
2	Solid Waste (Class I, III)				\$ /ton
3	Yard Waste				\$ /ton

D. Section 02: Recycling Services

Core Materials: Check (✓) all materials that shall be accepted and recycled in the performance of contract			
	Aluminum cans and foil		Magazines
	Juice pouches (polyethylene film)		Office paper
	Glass bottles and jars (clear, brown, green)		Mixed paper
	Plastic containers (#1-7), screw top bottles		Soft bound books
	Small steel items		Catalogs
	Tin and steel food containers (#10 cans)		Newspapers
	Cardboard (flattened)		Telephone books
	Fiber board (i.e., cereal boxes)		Junk mail
	Gable top paperboard cartons (milk and juice)		
Optional Materials:			
	Styrofoam lunch trays		Shredded paper
	Styrofoam blocks (melted lunch trays)		Plastic film and wrap
	Can liners (polyethylene)		
List any other materials below that may be placed in dumpsters and recycled:			

- May the District comingle recyclable materials into one (01) dumpster?  Yes  No  
 If no, specify any exceptions: \_\_\_\_\_
- May the District place recyclable materials into dumpsters loosely?  Yes  No  
 List exceptions: \_\_\_\_\_
- May the District use plastic bags to place recyclable materials into dumpsters?  Yes  No  
 List exceptions: \_\_\_\_\_



Lot B – Roll-Off Container Services

Award made on an all-or-none basis in accordance with IFB specifications.

Bid unit price per each specified service category.

Bidder shall pass-through cost of waste disposal (“tipping fee”), as appropriate to waste type, directly to the District at exact cost charged by waste disposal facility, no mark-up allowed. List waste disposal charge as separate line item on invoice. Copy of certified weight certificate required.

#	Service Category	Serv. Freq.	Container Size	Est. Qty. (Annual)	Unit Price	Extend Amount
1	Delivery of Container to Service Site	On call	20-30 cy	30	\$	\$
2	Pull and Return of Container	On call	20 cy	80	\$	\$
3	Pull and Return of Container	On call	30 cy	5	\$	\$
Award Total						\$

Additional Information

A. Waste Disposal: List the name, location, and current “tipping fee” for each waste disposal landfill that your firm will utilize in the performance of contract. Indicate (✓) each designated landfill that your firm may currently own/lease and operate.

#	Waste Category	(✓)	Designated Landfill	Location (City/State)	Disposal (Tipping Fee)
1	Construction and Demolition Debris				\$ /ton
	Construction and Demolition Debris				\$ /cy
2	Solid Waste (Class I, III)				\$ /ton
3	Yard Waste				\$ /ton

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Bidder is advised to check the Purchasing Department website for any issued Addenda prior to submission of Bid.

Acknowledgement of receipt of addenda (if applicable): encouraged

\_\_\_\_\_ Addendum No. 1  
(initial here)

\_\_\_\_\_ Addendum No. 2  
(initial here)

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**QUESTIONNAIRE:**

**Contact Information**

Designated Account Representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Second Contact Information (if Account Representative is not available):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

**Experience**

- Years in business under present name: \_\_\_\_\_
- Year your firm was incorporated in the State of Florida: \_\_\_\_\_
- Years performing contract services in State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_
- Is your firm currently servicing commercial accounts within Alachua County?  Yes  No

**Facility Information**

Lot A: Solid Waste Collection and Disposal

Name and address of facility where collection services will be dispatched under the contract:

- Firm Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Lot A: Recycling Services    Check  if same as above

Name and address of facility where collection services will be dispatched under the contract:

- Firm Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Lot B, Roll-Off Container Services

- Name and address of facility where collection services will be dispatched under the contract:
- Firm Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Business Operations**

- Does your firm intend to subcontract any part of the awarded contract?  Yes  No  
If yes, please provide sub-tier contractor information as an attachment to Bid response.
- Is your firm’s business office staffed during regular business hours?  Yes  No  
State regular business hours: \_\_\_\_\_ to \_\_\_\_\_
- Does your firm have the capability to provide solid waste collection services on a District-wide basis per service schedule as established in IFB?  Yes  No  
If no, list exceptions and provide explanation as attachment to Bid submittal.
- Does your firm have the capability to provide recycling collection services on a District wide basis per service schedule as established in IFB?  Yes  No  
If no, list exceptions and provide explanation as attachment to Bid submittal.
- Does your firm have the capability to deliver and/or “pull” roll-off containers within one (01) business day of request?  Yes  No

**Equipment**

- Total number of FEL collection vehicles available under this contract: \_\_\_\_\_  Own  Lease  
In the event of vehicle breakdown, are back-up collection vehicles available?  Yes  No
- Total number of roll-off container hauling vehicles available under this contract: \_\_\_\_\_  Own  Lease  
In the event of vehicle breakdown, are back-up hauling vehicles available?  Yes  No
- Does your firm currently have available all solid waste dumpsters as required?  Yes  No  
If no, shall dumpsters be available within five business days of contract effective date?  Yes  No  
List type and manufacturer of dumpsters: \_\_\_\_\_
- Does your firm currently have available all recycling dumpsters as required?  Yes  No  
If no, shall dumpsters be available within five business days of contract effective date?  Yes  No  
List type and manufacturer of dumpsters: \_\_\_\_\_

**References**

Provide five (05) references from commercial accounts or other public agencies, preferably school districts, within the State of Florida, that your firm has provided waste management services within the past two (02) years. Please ensure that all information provided is correct.

1) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Check (✓) as applicable:  Solid Waste Collection  Recycling Services  Roll-Off Container

Under current contract  Yes  No Number locations serviced: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Check (✓) as applicable:  Solid Waste Collection  Recycling Services  Roll-Off Container

Under current contract  Yes  No Number locations serviced: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Check (✓) as applicable:  Solid Waste Collection  Recycling Services  Roll-Off Container

Under current contract  Yes  No Number locations serviced: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Check (✓) as applicable:  Solid Waste Collection  Recycling Services  Roll-Off Container

Under current contract  Yes  No Number locations serviced: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Check (✓) as applicable:  Solid Waste Collection  Recycling Services  Roll-Off Container

Under current contract  Yes  No Number locations serviced: \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A FACILITY SERVICE SITE/SCHEDULE					SOLID WASTE										RECYCLING										YARD WASTE			
ID	Schools/Centers	Address	City	Zip	Pop	Dumpster		Service Frequency						Dumpster		Service Frequency						Dumpster		Service				
						Qty	CY	Per Week	M	T	W	Th	F	Qty	CY	Per Week	M	T	W	Th	F	Qty	CY	Frequency				
1	Alachua Elementary	13800 NW 152 Place	Alachua	32615	320	1	8	2X		x		x		1	8	2X		x			x							
2	AQ Jones Center	1108 NW 7th Ave	Gainesville	32601	134	1	8	1X					x	1	8	1X			x			1	8					On Call
3	Archer Community	14533 SW 170st St.	Archer	32618	444	2	8	2X		x		x		1	8	2X		x			x							
4	Archer Bus Compound	↓	↓	↓		1	8	1X		x																		
5	Bishop Middle School	1901 NE 9th St	Gainesville	32609	832	1	8	3X	x		x		x	1	8	3X	x		x		x	1	8					On Call
6	Buchholz High	5510 NW 27th Ave	Gainesville	32606	2405	2	8	5X	x	x	x	x	x	2	8	4X	x		x	x	x							
7	Buchholz High (gym)	↓	↓	↓		1	8	2X		x			x															
8	Camp Crystal	6724 Camp Crystal Rd.	Starke	32091		1	8	1X		x				1	8	1X		x										
9	Duval Early Learning Acad.	2106 NE 8th Ave	Gainesville	32641		2	8	1X					x	1	8	1X						x						
10	Chester Shell Elementary	21633 SW 65th Ave	Hawthorne	32640	337			Exempt						1	8	1X		x										
11	Eastside High	1201 SE 43th St.	Gainesville	32641	1203	3	8	3X	x		x		x	2	8	4X	x		x	x	x							
12	Ft Clarke Middle	9301 NW 23rd Ave	Gainesville	32606	887	1	8	3X	x		x		x	1	8	3X	x		x		x							
13	Gainesville High	1900 NW 13th St	Gainesville	32609	1794	4	8	5X	x	x	x	x	x	2	8	4X	x		x	x	x	1	8					On Call
14	Glen Springs Elementary	2826 NE 31st Ave	Gainesville	32605	439	2	8	2X		x			x	1	8	2X		x			x							
15	Hawthorne Middle/High	21403 SE 69th Ave	Hawthorne	32640	457			Exempt						1	8	1X		x										
16	Hawthorne Stadium	21403 SE 69th Ave	Hawthorne	32640				Exempt						1	8	1X/2wk		x										
17	Hidden Oak Elementary	2100 Ft Clarke Blvd	Gainesville	32606	727	1	8	4X	x	x	x		x	1	8	3X	x		x		x							
18	High Springs Community	1015 N Main St	High Springs	32643	937			Exempt						1	8	2X		x				x						
19	Horizon/New Pathways	2802 NE 8th Ave	Gainesville	32641		1	8	1X			x			1	8	1X			x									
20	Idylwild Elementary	4601 SW 20th Ter	Gainesville	32608	621	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x	1	8					On Call
21	Irby Elementary	13505 NW 140 St.	Alachua	32615	369	1	8	2X		x		x		1	8	2X		x			x							
22	Kanapaha Middle school	5005 SW 75th St	Gainesville	32608	1099	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x							
23	Lake Forest Elementary	4401 SE 4 Ave/	Gainesville	32641	292	1	8	3X	x		x		x	1	8	3X	x		x		x							
24	Lawton Chiles Elementary	2525 Schoolhouse Rd.	Gainesville	32608	708	1	8	3X	x		x		x	1	8	3X	x		x		x							
25	Lincoln Middle	1001 SE 12th St	Gainesville	32641	657	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x	1	8					On Call
26	Littlewood Elementary	812 NW 34th St	Gainesville	32605	759	1	8	3X	x		x		x	1	8	5X	x	x	x	x	x	1	8					On Call
27	Loften High	3000 E University Ave	Gainesville	32607	293	1	8	3X	x		x		x	1	8	1X					x							
28	Meadowbrook Elementary	11525 NW 39th Ave	Gainesville	32606	852	1	8	3X	x		x		x	1	8	3X	x		x		x							
29	Mebane Middle	16401 NW 140th St	Alachua	32615	362	1	8	2X		x		x		1	8	2X		x			x							
30	Metcalfe Elementary	1250 NE 18th Ave.	Gainesville	32609	448	1	8	3X	x		x		x	1	8	3X	x		x		x							
31	Newberry Elementary	25705 SW 15th Ave	Newberry	32669	671			Exempt						1	8	2X		x			x							
32	Newberry High	400 SW 258th St	Newberry	32669	741			Exempt						1	8	2X		x			x							
33	Norton Elementary	2200 NW 45th Ave	Gainesville	32605	568	1	8	3X	x		x		x	1	8	3X	x		x		x							
34	Oak View Middle	1203 SW 250th St	Newberry	32669	953			Exempt						1	8	2X		x			x							
35	Parker Elementary	1912 NW 5th Ave	Gainesville	32603	525	1	8	2X		x			x	1	8	3X	x		x		x							

APPENDIX A FACILITY SERVICE SITE/SCHEDULE						SOLID WASTE										RECYCLING						YARD WASTE						
Schools/Centers	Address	City	Zip	Current Student Enrollment	Dumpster		Service Frequency						Dumpster		Service Frequency						Dumpster		Service Frequency					
					Qty	CY	Per Week	M	T	W	Th	F	Qty	CY	Per Week	M	T	W	Th	F	Qty	CY						
36	Prairie View Academy	1801 SE 35th Ave.	Gainesville	32641		1	8	1X/2wk		x				1	8	On Call					1	8	On Call					
37	Rawlings Elementary	3500 NE 15th St	Gainesville	32609	421	1	8	3X	x		x		x	1	8	3X	x		x		x							
38	Santa Fe High	16331 NW US Hwy 441	Alachua	32615	1097	2	8	5X	x	x	x	x	x	2	8	4X	x		x	x	x							
39	Santa Fe Ball Field	↓	↓	↓		1	8	On Call						1	8	On Call												
40	Santa Fe Bus Compound	↓	↓	↓		1	8	1X/2wk			x																	
41	Sidney Lanier Center	312 NW 16th Ave	Gainesville	32601	171	1	8	3X	x		x		x	1	8	2X		x			x							
42	Stephen Foster Elementary	3800 NW 6th St	Gainesville	32609	400	1	8	3X	x		x		x	1	8	3X	x		x		x	1	8	On Call				
43	Talbot Elementary	5701 NW 43rd St	Gainesville	32653	639	1	8	3X	x		x		x	1	8	3X	x		x		x	1	8	On Call				
44	Terwilliger Elementary	3999 SW 122nd St	Gainesville	32608	679	1	8	4X	x		x	x	x	1	8	3X	x		x		x							
45	Traffic Safety Center	3501 NE 12th St	Gainesville	32609		1	8	1X					x	1	8	1X/2wk					x							
46	Westwood Middle	3215 NW 15th Ave	Gainesville	32605	836	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x	1	8	On Call				
47	Wiles Elementary	4601 SW 75th St	Gainesville	32608	829	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x							
48	Williams Elementary	1245 SE 7th Ave	Gainesville	32641	478	1	8	5X	x	x	x	x	x	1	8	3X	x		x		x							
Ancillary Sites																												
51	Citizens Field	1000 NE Waldo Rd	Gainesville	32601		1	8	2X		x			x	1	8	2X		x			x							
52	District Office	620 E University Ave	Gainesville	32601		1	8	2X		x		x		1	8	2X		x			x							
53	E.D. Manning Adm. Annex	1817 E University Ave	Gainesville	32601		1	8	1X			x																	
54	Fearnside Family Service	3600 NE 15th St	Gainesville	32609		1	8	1X			x			1	8	1X			x									
55	Physical Distribution Center	1800 SE Hawthorne Rd	Gainesville	32641		1	8	On Call						1	8	On Call												
56	Sivia Support Center	3700 NE 53rd Ave	Gainesville	32609		1	8	2X	x		x			1	8	1X		x										
57	Sivia Support Center - Bldg. C	↓	↓	↓		1	8	1X			x			1	8	1X		x										
58	Transportation Dept.	1800 SE Hawthorne Rd	Gainesville	32641		1	8	3X	x		x		x	1	8	2X		x			x							
						59				27	22	32	15	33	56			24	20	27	7	38	10					

Current student enrollment