

Cut along the outer border and affix the label shown below to your sealed bid envelope to identify it as a “SEALED BID”. Remember to be sure and include the name of the company submitting the bid where requested in the space provided below.

SEALED BID	•	DO NOT OPEN
SEALED BID NO.:	12-958-13	
BID TITLE	Waste & Recycling Removal Services	
DUE DATE/TIME:	November 16, 2011 @ 11:30 AM	
SUBMITTED BY:		
	(Name of Company)	

DELIVER TO: HERNANDO COUNTY SCHOOLS
Purchasing Department
8050 Mobley Road
Brooksville, FL 34601

PLEASE NOTE:

Be advised, occasionally, and if needed, addenda may be issued to this bid. Addenda, if and when issued will be posted on the same web site from which you obtained this bid document. You should periodically, prior to submitting your bid, check the VendorBid web site to download any such addenda, which may have been issued.

To become a registered vendor and receive automatic notifications of any current bid solicitations for the Hernando County School Board, Purchasing Department, you must register online with the district’s new automated “VendorBid” system. Sign-on and register @ <http://www.vendorbid.net/Hernando> There is NO vendor fee for this service. Attach Your Company’s W9 Form Electronically Online By Uploading To Your Company Application.

Be advised, official notifications of contract approvals and board approved purchasing tabulations, for all successful vendors, will be electronically posted on the above VendorBid website (location of the original solicitation document), on the first available business day following the school board meeting. *Due to excessive mailing costs and tight budget constraints, the Purchasing Department WILL NOT mail out official notifications of contract awards. Verify you have provided a legitimate email address on your submittal. Successful vendors will receive electronic award notifications using the VendorBid email system.*

OVERNIGHT/EXPRESS DELIVERIES ARE NOT ALWAYS RECEIVED PRIOR TO BID OPENINGS SCHEDULED FOR **11:30 AM**. BIDS WILL NOT BE CONSIDERED IF RECEIVED AFTER THE STATED BID OPENING DATE & TIME.

PURCHASING DEPARTMENT SUBMIT BID TO: School Board of Hernando County, Florida 8050 Mobley Road Brooksville, Florida 34601		INVITATION TO BID
BID TITLE: Waste & Recycling Removal Services	BID NO. 12-958-13	
F.O.B. District Wide DESTINATION POINT:	Purchasing Contact: Jessica Baraket (352) 797-7060 Issue Date: 10/12/11	
BID DUE DATE AND TIME: <u>November 16, 2011 @ 11:30 AM</u>		<u>BID OPENING:</u> Purchasing Department

SUBMITTALS:
Certain **Submittals** are required with this bid. See **ADDITIONAL REQUIRED SUBMITTALS** found later in the bid document for details. **Two (2) complete copies** (1 original & 1 copy) of your bid proposal are required. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

VISA® PURCHASING CARDS / VISA® E-Payables For Invoice Payments / Electronic Purchase Orders:
The District is continuing its efforts to implement cost effective initiatives and paperless processes using VISA® Purchasing Cards, E-Payables PAVA VISA® process for vendor invoice payments and issuing electronic purchase orders to make purchases from this solicitation. The bidder, by submitting a proposal, agrees to accept the VISA® purchasing cards, E-Payables Credit Card Program and receipt of electronic PO's, as an acceptable form for purchases and payments . Vendor ***may not add additional /separate service fees/handling charges*** to VISA® purchases or payments. Refusal to accept these conditions may be a deciding factor in the award of this solicitation. See Special Section For E-Payables Program And Request For A Valid PO Email Address Below For Receipt Of Electronic Purchase Orders.

Note to Bidder:
A. A signed bid submitted to the School Board obligates the bidder to all conditions stated on the bid proposal form.
B. Bids received and stamped after the stated bid opening date & time will not be considered.
C. By submission and authorizing signature to this bid, vendor certifies compliance to the Federal Certification Regarding Debarment Rule, as required by Executive Order 12549, Form AD-1048

Delivery Days After Receipt Of Purchase Order: _____ Payment Terms _____

BIDDER MUST FILL IN THE INFORMATION BELOW & SIGN FOR BID TO BE CONSIDERED. UNSIGNED BIDS SHALL BE REJECTED

Company Name: _____ FEIN: _____

Address: _____ Telephone: () _____

City, State: _____ Zip: _____ **Valid PO E-mail Address:** _____

Officer/Agent Authorized Company Signature _____ **Contact Persons E-mail:** _____

Name Typed / Legibly Printed _____ Website: _____

Date Submitted: _____ **(Website, If Available)**

NO BID: I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

☐ Insufficient time to respond	☐ Could not meet insurance/bond requirements
☐ Addenda were received too late to respond	☐ Could not meet bonding requirements
☐ Could not meet specifications	☐ We do not offer the product/service requested
☐ Specifications were unclear or restrictive	☐ Our schedule will not permit us to respond
☐ Terms & Conditions were unclear or restrictive	☐ We do not bid directly
☐ Keep our company on this list for future bids	☐ Remove our company from this list for future bids

GENERAL TERMS & CONDITIONS

1. PREPARATION OF BIDS:

- a. **Bidder's Liability:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Omission on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations/services covered under this bid, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the School Board or compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions in the bid is cause for rejection.
- b. **Submittal of Bids:** BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPES. CLEARLY MARKED WITH THE BID NAME, NUMBER, DATE & TIME using the return address label provided and should be affixed to outside of your envelope identifying it as a *sealed bid*. Submit bids in an envelope separate from any express mail or courier envelopes, as those items will be opened and discarded. Any company not responding to this request with either a bid or a "NO BID" *may be removed from the active bidders list*.
- c. **Receipt of Bids:** The Hernando County School Board is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the purchasing department by the specified due date and time.
LATE BIDS WILL BE REJECTED!
- d. **Acceptable Form:** Telegraph and Facsimile (FAX) bids shall not be considered.
- e. **Minimum Required Documents:** The following documents must be returned with your bid proposal to be considered responsive:
 - i. Completed and signed Invitation To Bid form. (page 1)
 - ii. Completed Bid Proposal form(s)
 - iii. Items verified on Submittals Checklist form
- f. **Forms:** All bids must be submitted on and comply with the bid forms provided in order for your bid to be considered. If additional space is required, the bidder may submit a signed, dated attachment, which will become part of the bid response. The Invitation to Bid Form must be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected.
- g. **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total lot price of two or more distinct items is requested, the purchasing department

reserves the right to verify mathematical extensions and totals, correct totals if necessary and recommend an award based upon the overall group total.

- h. **Freight Terms:** All items are to be bid FOB destination with all transportation charges prepaid and title transferring to the district at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's proposal.
- i. **Item Specifications:** When the bid invitation specifies a certain manufacturer, brand, make or catalog number, denoting the quality, type or standard of article desired, the bidder may offer an equal or superior alternate, unless the term "*No Substitutes*" or "*Only*" is used in the bid invitation. The term "*No Substitutes*" or "*Only*" may be used when compatibility with other articles or materials is required or if standardization is desired.
 - i. Any item bid as an alternate which lacks sufficient descriptive literature or information to enable a comparative analysis, may prevent its consideration.
 - ii. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item requested must be supplied by the bidder upon receipt of a purchase order.
 - iii. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.
- j. **Bid, Performance & Payment Security:** When bid performance and payment securities are required, the requirement will be included with the bid. Detailed specifications will be included.
- k. **Product Certification:** When product certification is requested, the bidder will submit as part of the bid, a signed affidavit, properly notarized, indicating that the item meets all specifications required.

2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed thru the Purchasing Department's VendorBid online system, where the original bid was downloaded. The Purchasing Department will assist vendors and answer questions to the best of our ability directly in VendorBid or by posting an addendum. Questions of a technical nature may be referred to other individuals as deemed necessary by purchasing for an appropriate response. Requests for interpretation of the

GENERAL TERMS & CONDITIONS

bid or additional information shall be communicated to the vendor no later than seven (7) working days prior to the currently scheduled bid opening date.

3. JESSICA LUNSFORD ACT – EFFECTIVE 09/01/2005

The State of Florida enacted House Bill 1877 commonly known as the Jessica Lunsford Act into law effective September 1, 2005. Senate Bill 988 effective July 1, 2007 amended this law. The law requires any vendor, individual, or entity under contract with a school or school board who are permitted on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 fingerprint screening.

If you, your employee's, or subcontractors meet the above criteria, you will need to complete the Level 2 fingerprint screening, approval process and be issued a Hernando County Schools Approved Vendor Badge before being permitted on school grounds. The cost for finger printing varies from county to county. Hernando County Schools charges the State set minimum charge for finger printing \$81.25 per person.

The amendment to the law required the Florida Department of Law Enforcement (FDLE) to develop the Florida Shared School Results (FSSR) database allowing all school districts to share fingerprint results for those vendors working in multiple counties. If you, your employee's or subcontractors have been fingerprinted in another School District and are currently included in the FSSR database you now have a unique TCN (FLXXXX2Z) number, good for a five (5) year period from the original fingerprint date. The verification of background checks is required before you enter any Hernando County School. This check of the shared prints data base is done by the school district at no charge to the vendor.

Once the vendor has been cleared to work in the school district they will be issued a Hernando County Schools vendor badge at a cost of \$10.00. This badge fee is charged each year for all vendors working in the School District. District badges expire on August 1st of each year and all vendors must renew their badge to continue working in the District. All costs associated with the original fingerprinting are the responsibility of the vendor. There are no costs associated with shared fingerprinting.

Please direct all background checks, fingerprinting and vendor badge fee questions to:

Attn: Lori Stefanec
Safety & Security Department,
8008 Mobley Road, Brooksville, FL 34601
Telephone Number (352) 797-7054,

Monday-Friday 6:30AM to 11:30AM and 12:00 PM to 2:30 PM

By Appointments Only- **Last Appointment time is 2:00 PM**

We look forward to continuing our working relationship with your company in the future and compliance with Florida Statute.

4. INSURANCE CERTIFICATE:

Insurance is required of all vendors who perform work on School Board premises. If this bid requires that you work on our premises, a current Insurance Certificate, including Workers' Compensation Insurance for all the awarded vendors' employees connected with the work, and if sublet, the vendor(s) shall require the subcontractor to provide Workers' Compensation Insurance for such employees, unless previously covered by the vendor's insurance. All such insurance shall list all coverage's, limitations, etc., as required by Florida Statutes and comply fully with the Florida Workers' Compensation law. Insurance Certificates must be furnished to the district prior to the commencement of any/all work and shall list The Hernando County School Board both as an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies by the vendor(s) as the result of being awarded a contract; unless expressly prohibited by the insurance company. When and if this occurs, a written explanation of that insurance company's position must be submitted to the Purchasing Department, along with the Insurance Certificate, which will be attached to the document and kept on file. When an insurance certificate is requested, detailed requirements will be included with the bid and found under "Insurance Requirements" section.

5. ACCEPTANCE AND WITHDRAWAL OF BIDS:

A bid, or amendment thereto, will not be considered by the purchasing department after the time and date specified for the bid opening, nor shall a bid or amendment be withdrawn for a period of ***ninety (90) days*** after the bid opening date, unless otherwise specified in the bid. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

6. QUALIFICATIONS OF BIDDER:

Bids will be considered only from contractors, vendors, manufacturers, authorized distributors of dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to declare any bid proposal non-responsive or non-responsible, if it determines that the business and technical organization, equipment, financial, personnel and other resources, or experience of the bidder, compared to work proposed, justifies such a recommendation.

GENERAL TERMS & CONDITIONS

7. NON COLLUSION:

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and in no way has ownership, is an officer, has partnership or authority in another firm, which would materially/monetarily gain from this award, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. All such associations shall be divulged prior to an award being made. Failure to divulge such information, vendor shall lose eligibility to transact business with the district for a period of not less than one (1) year. Thereafter, the bidder may request to be reinstated to the active bidders list(s).

8. CONFIDENTIALITY OF INFORMATION SUBMITTED:

The district reserves the right to retain all copies of bidders' solicitations and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the district pursuant to invitations to bid and request for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 10 days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny. All such requests will be reviewed by the General Counsel for the school district for rendering a legal opinion.

9. PUBLIC ENTITY CRIME/CONVICTED VENDOR LIST
Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor List."

10. VARIANCE TO BID DOCUMENTS:

For purpose of bid evaluation, bidders must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect with our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your submittal to be non-responsive.

11. ADDENDA TO CURRENT BIDS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* shall be communicated to bidders **only by written addenda**. Verbal responses to bidders' questions do not constitute an *official position* unless documented in the form of written addenda and shall be considered **inadmissible** in bid protest proceedings. All such written addenda should be acknowledged on the **Bid Proposal Form** or by returning the signed document along with your solicitation as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

12. FLORIDA STATE CONTRACTS, SPA AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested 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 district reserves the right to reject bids and purchase from State contracts, SPA Agreements or FDOE contracts if to do so represents the best interests of the district.

13. MATERIAL SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to *Mr. Barry Crowley, Hernando County Schools, Security & Safety Department, 8008 Mobley Road, Brooksville, FL 34601*

14. SAFETY REQUIREMENTS:

All bids must be in compliance with ALL applicable safety requirements as determined by Federal, State and local regulations, OSHA guidelines and any/all laws and regulations that govern the item(s)/commodity(s) and/or services requested in this bid. Unless otherwise stipulated, all electrically operated equipment shall be UL® rated or approved.

15. MANUFACTURER'S CERTIFICATION:

The Purchasing Department reserves the right to request from bidders separate manufacturer's certification of all statements made in the proposal, if applicable.

16. MANUFACTURER AND MODEL NUMBERS

If Manufacturer and Model Number is not designated, vendors must specify the make and model bid for each item. If a model shown is incorrect, incomplete, or has been revised, it is the responsibility of the bidder to correct and complete the number utilizing the most current information available. Failure to comply on both or either of these two (2) areas of

GENERAL TERMS & CONDITIONS

the bid for an item may result in the being disqualified for award of the item.

17. YEAR 2000 COMPLIANCE:

All products furnished under the contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

18. BID QUANTITIES:

Quantities when given, are approximations, and provided for bidder information purposes only. No guarantee is given or implied as to the exact amount or number, which shall be required under the terms and conditions of this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract.

19. DELIVERY LEAD TIME:

Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal form**. The length of time to complete a project and/or deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

20. TAXES:

Purchases are exempt from ALL Federal excise and State sales tax.

21. FISCAL NON-FUNDING CLAUSE:

In the event sufficient budgeted funds are not available for a new fiscal period, the Board shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

22. BID SAMPLES:

The bidder shall provide product samples, without charge, when requested. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the *Special Conditions* section of the bid in accordance with the instructions outlined therein. All samples shall be identified with the bidder's name, bid title and number, product name or as otherwise indicated in the *Special Conditions* section of the bid.

23. PROMPT PAYMENT DISCOUNTS:

Only prompt discounts offered for thirty (30) days or longer will be taken into consideration when determining low bid.

24. TIE BIDS:

Prompt payment discounts offered by bidders will be considered to break tie bids. If all other factors are equal and no prompt payment discounts are offered, preference will be given to a Florida vendor over an out-of-state vendor. If multiple Florida vendors are tied consideration may be given to the following: if the vendor has his/her principal place of business in Hernando County; if the vendor has a place of business in Hernando County; if the vendor has provided satisfactory service to the Hernando District School Board in the past; if the vendor certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

25. ERRORS AND OMISSIONS:

In the event an error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a bidder to change any information contained in their bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the purchasing department (or designee) may request written clarification from a bidder in order to confirm the evaluator's interpretation of the bidder's response and to preclude the rejection of their bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

26. BASIS OF AWARD OR REJECTION OF BIDS:

The Superintendent will recommend the lowest and best bid from the most responsible and responsive bidder(s) to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid. The Board reserves the right to award or reject any or all bids, either in part or in whole, item by item, with rights being maintained to make multiple awards if in the best interest of the district. In addition to the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit and best interests of the district to do so.

27. NOTICE OF INTENT TO AWARD BIDS::

Once bids are evaluated and a recommendation for award made, a *Notice of Intent to Award* will be posted electronically on the Purchasing Departments Website:

<http://hernandoschools.org> , Select District Offices, All Departments, Business Services, Purchasing, Notice of Intent To Award, and in a conspicuous location in the purchasing offices located at 8050 Mobley Road, Brooksville, Florida.

GENERAL TERMS & CONDITIONS

Bidders are invited to visit this location to obtain this information. Due to excessive mailing costs, the purchasing department will not mail out notices of intent to award to bidders.

28. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in Florida Statutes 120.57(3). Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. Bids will be posted electronically on the website and at the Purchasing Department, 8050 Mobley Road Drive, Brooksville, FL 34601, for seventy-two (72) hours after posted.

29. BID AWARD NOTIFICATION:

After the Board awards the bid to the lowest and best bid from a responsive and responsible bidder, the purchasing department will issue a purchase order and/or an official award letter, which will authorize the bidder to commence delivering the materials and/or services. Unless otherwise specified the purchase order issued by the Hernando County School Board will serve as the contract document, with applicable bid terms, conditions and specifications referenced accordingly. **Due to excessive mailing costs and tight budget constraints, the Purchasing Department will not mail out official award letters. Successful vendors will receive electronic award notifications using the VendorBid email system.**

30. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES:

All purchases must be properly authorized in advance. Vendors must first obtain and are prohibited from shipping any merchandise or providing any services prior to receiving either an official award letter, a purchase order number, a hard copy purchase order or a purchasing card account number. The vendor assumes all liability for any costs or damages incurred. The district will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

31. VISA® CREDIT CARDS:

Some orders will be placed by individual schools or departments utilizing a district issued VISA® credit card as form of payment. These orders will be made via phone, fax, pick-up and/or for direct delivery and billing to the requesting site. Please note that credit card purchases will benefit all vendors by providing immediate payment (ie: within 48-72 hours) and eliminate the need to submit an invoice. Only actual items shipped/delivered can be charged to the credit card account (**ie: no backorders**). All purchase deliveries, regardless of method, must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card number must not appear on any/all packing slips/delivery tickets.

VISA® Transactions should always be treated like any other transaction; that is you may not impose any surcharge on a VISA® transaction. For merchants who offer an alternate

payment channel for customers to pay for goods or services, a convenience fee may be added to the transaction amount. If a convenience fee is assessed, merchants must adhere to the following rules:

- **The fee** is being charged for a bona fide convenience of using an alternative payment channel outside of the merchant's normal business practice;
- **The fee:**
 - Must be disclosed as a charge for the convenience of using the alternate method to pay;
 - Is applied only to non face-to-face transactions;
 - Must be a flat or fixed amount, regardless of the amount of the payment due;
 - Is applied to all forms of payment products accepted in the alternative payment channel;
 - Is included as part of the total transaction amount;
 - Cannot be added to a recurring transaction;
 - Is assessed by the merchant that provides the goods or services to the cardholder and not a third party;
- Customer must be given the opportunity to cancel prior to the completion of the transaction.

32. BACKORDERS:

Items backordered should be clearly indicated on the packing slip/delivery ticket. Sites reserve the right to cancel backorders at any time and purchase from another vendor. It is the responsibility of the vendor to contact the originating location to verify/confirm if they still want the backordered items.

NO BACKORDERS ALLOWED ON CREDIT CARD PURCHASES.

33. ORDERING

ITEMS/SERVICES/RECEIVING/BACKORDERS:

Whenever time constraints are involved in ordering and receiving of an item, or backorders are not being received in a timely manner, thus causing the district to experience costly delays or causing emergency situations to develop unnecessarily, the School Board reserves the right to go to the next lowest bidder and/or buy off contract, if the original bidder awarded a contract, does not stock the item or is temporarily out of stock of the required item and cannot furnish the parts or items in a timely manner.

34. POINT OF CONTACT:

The district will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

35. ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

GENERAL TERMS & CONDITIONS

36. LICENSES AND PERMITS:

The vendor shall obtain any pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

37. CONDITION OF ITEMS:

Unless otherwise specified in the special bid terms and conditions, all items requested must be new the latest model manufactured, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid... Bids on *"used, remanufactured or reconditioned"* equipment or *"blends or seconds"* will not be considered unless specifically requested and authorized in the bid documents.

38. ALTERNATE/USED OR EQUAL EQUIPMENT:

Vendors should be prepared to furnish illustrations, specifications and catalogs when submitting bids on alternate/used brands or on "Or Equal" equipment. Such submittals shall include all requested accessories and complete specifications for the item being bid. When such information is required, it must be submitted no later than the closing date of the bid, unless otherwise stated. Only one alternate per item number will be allowed. If more than one (1) alternate is submitted, the bids for that entire item number will not be considered, unless otherwise stated. Alternates must be explicitly and clearly identified as an **"alternate bid(s)."** Alternates may be evaluated and may be accepted, if deemed to be in the District's best interest to do so. Any decision to review and evaluate alternate submittals is solely at the discretion of the District.

39. WARRANTY

All equipment and/or services rendered/purchased from this bid shall carry the manufacturers' or vendor's standard warranty, unless otherwise specified

40. INSPECTION:

The Board reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process in order to verify compliance with the bid documents.

41. PACKAGING:

The bidder shall adequately package the products or items which have been purchased by the Board. All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Bidders are requested to provide products with environmentally safe packaging if at all possible. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, polywrap or blanket wrap will not be acceptable.

The Board assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or down only when attempting to reach the

next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

42. LIMITATION OF LIABILITY:

The School Board does not indemnify or hold harmless any vendor/bidder. The vendor/bidder agrees to indemnify and guarantees to save the School Board of Hernando County, its agents and employees harmless from liability of any nature or kind.

43. PRICE ESCALATION CLAUSE:

- The School Board may consider pricing increases of the bid item(s), at the end of the first year and at time of renewals(s), if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) The vendor submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e) The vendor shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.
- When the awarded vendor(s) complies with the above mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the product(s) bid, in conjunction with the vendor's effective date of price increase.
- The awarded vendor(s) must receive written notice from Purchasing that the School District is in acceptance of the new price(s) before processing any orders at the new cost.

Vendors are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases.

44. SUBSTITUTIONS, ADDITIONAL OR NEW/UPGRADED MODELS, PRODUCTS, SERVICES AND SUPPLIES AFTER AWARD:

Additional new/upgraded models, products, services, and supplies may be added to this contract after award if deemed to be in the district's best interest. Any new models, products, items or services added to this contract shall become part of and comply with ALL terms, conditions, requirements, specifications, of the original bid document. Vendor requests to substitute any products originally awarded on this bid, shall be submitted in writing to the Purchasing Department along with complete descriptions and corresponding pricing in order to have the substitute approved and added to the contract. Any new models, which as a result of revisions, alternations, additions, or technical improvements, meet or exceed the requirements of this bid, must be offered for the district's consideration for replacement of the discontinued

GENERAL TERMS & CONDITIONS

models/products. These models/products must not exceed the price of those being replaced.

45. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid, without prior written approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor must provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

46. DEFAULT:

If the bidder defaults after the Board awards a bid and bid performance security was required with the bid, the district will execute the performance security as liquidated damages. If the bidder defaults after the Board awards a bid and bid performance security was not required, the bidder shall pay to the district, as liquidated damages, an amount equal to 5% of the unit prices bid times the quantity for each item in question, or \$25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the district for a period of not less than one (1) year. Thereafter, the bidder may request to be reinstated to the active bidders list(s).

47. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion do not comply with the bid specifications. All materials or products rejected by the purchaser and/or shipped in error by the successful vendor shall be promptly removed and replaced by the bidder at no cost within seven (7) calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be offloaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. Vendors are to call prior to scheduling deliveries to verify loading dock availability or not. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any locations. Normal delivery hours are between 8:00 AM and 2:30 PM, Monday through Friday, excluding holidays. All materials or products left unclaimed or picked up by the vendor past thirty (30) days

shall be deemed "abandoned" and become the sole property of the school district.

Exceptions to this schedule will be stated in the Special Conditions or on the purchase order. For shipments which may require assistance of district personnel to assist off-loading or when the purchase order specifies installation, the contact person whose name is printed in the body of the purchase order should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the location. Telephone numbers are also included on all purchase orders for the contact person.

48. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within thirty (30) days of notification.

49. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that the merchandise should be returned in the original factory sealed carton whenever possible. It is also understood that this may not always be possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

50. SALES PROMOTIONS:

It is understood that sales promotions may occur during the period of the contract that will lower the prices of some products for the period of the sales promotion. Advance notice of such promotions should be directed through the Purchasing Department prior to offering to the district's schools and departments. In addition, any such reduction must appear on the vendor's invoices.

51. MAINTENANCE CONTRACTS:

Bidders may be requested to submit maintenance contract pricing on specific item(s). Such maintenance contracts would be purchased in lieu of performing in-house equipment repairs after the expiration of the standard manufacturers' warranties. If pricing is desired, space will be provided on the Bid Proposal Form for bidders to enter their cost figures. A copy of the maintenance agreement should be included for review of the terms and conditions of the contract. All maintenance contracts shall be **on-site** with all necessary parts and labor included. Award of maintenance contracts for specified items shall be at the discretion of the Board.

GENERAL TERMS & CONDITIONS

52. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our eight (8) digit purchase order, unless paying with a district purchasing credit card or otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced;
- Itemized and submitted in **DUPLICATE**.

To ensure timely payment, all original invoices should be submitted to the SHIP TO location indicated on the purchase order. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. The same process above applies for mailing invoices. A minimum of thirty (30) days may be required for payments. The Finance Department currently processes checks twice a month.

All provisions and requirements for invoices and payments, along with resolving disputes, are in strict accordance with procedures outlined in Florida Statutes 218, Prompt Payment Act.

53. TAXPAYER IDENTIFICATION FORM W-9

A completed and signed *Request For Taxpayer Identification Number and Certification Form* should be submitted to the Purchasing Department at the address located on the upper left hand corner of the Invitation To Bid or it may be faxed to our attention at (352) 797-7160, if any or more of the below listed items currently applies to your firm:

- New vendor doing business with the school district for the first time
- Changed your Company Name
- Changed your Company Address
- Your FEIN (Federal Employer Identification Number) has changed
- Other Information Pertinent To Your Firm

NOTE – Registrations online through our “VendorBid” system, a W9 can be directly uploaded to your profile information for future use by the District

54. NOTICE OF USE OF SOCIAL SECURITY NUMBERS

Florida law provides that State agencies, including the Hernando County School Board (HCSB), must notify individuals of the circumstances that would require the collection of social security numbers. The following are the general scenarios under which the School Board must collect and use social security numbers:

- For processing payroll and other human resource functions
- For use in processing accounts payable and other purchasing functions
- For use in the proper identification and background of screening employees, vendors and volunteers
- For use in administering federal programs

- For use in student enrollment and included as part of the student’s demographic record

Please note that this is only a general listing of the uses of social security numbers by the School Board. If an individual has a specific question or concern regarding the disclosure of their social security number, they may contact Human Resources/Payroll, Purchasing or Student Services Departments @ (352) 797-7000.

All individuals are advised that social security numbers are confidential and may only be released under such circumstances as set forth in Florida’s Public Records Act.

55. “VENDORBID” ELECTRONIC REGISTRATION

The Purchasing Department recently went to an automated vendor/bidder notification process called “VendorBid.” All vendors are required to register and participate in this new electronic system in order to conduct business directly with the district for the purchase of supplies, materials, services and equipment. The vendor/bidder registration will entail entering company information, contact names, etc., and selecting commodity/class-item codes for those products and services your company represents. Solicitation notices for upcoming bid requirements will be sent to vendor’s based upon the selected codes. It will be the vendor’s responsibility to see company information is updated and kept current. Sign-on & register. The registration process itself should take approximately twenty (20) minutes to complete. The link is found below and is also available to access directly from purchasing’s website:

**Register Electronically @ <http://www.vendorbid.net/Hernando>
THERE IS NO VENDOR FEE FOR THIS SERVICE.**

NOTE – Please make sure you have entered a valid email address in your profile to properly receive any notifications from the VendorBid system. Additionally, check the website and verify all your vendor information is correct, especially if you did not enter/update your information personally. Some vendor information was imported from our old Vendor Application process and vital information may not have crossed over during that implementation, (ie: Commodity/Class-Item Codes, which define the products and/or services your company represents). Code selection is vital to the electronic notification process and without them, your company will not receive bid notices.

56. REQUESTS FOR BID INFORMATION & RELATED DATA

Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the department in advance

GENERAL TERMS & CONDITIONS

at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://hernandoschools.org> Select District Offices, Departments, Business Services, Purchasing to obtain:

- Purchasing Department Catalogs;
- Bid/RFP Scheduled Awards (Includes Board Meeting Dates);
- Purchasing Department Manuals;
- Purchasing Department's Annual Contracts Bid/RFP Listing;
- Departmental Personnel;
- Directions To The Facility;
- How To Do Business With The School District pamphlet;

Visit our VendorBid Website @ <http://www.vendorbid.net/hernando> to obtain:

- A copy of a Bid/RFP packet for a contract, service or project currently out for bid;
- A copy of any addenda issued to the current solicitation in process*;
*It is the bidder's responsibility to check our Web site frequently or call the Purchasing Department for verifications;
- Bid Opening Tabulations Listing Apparent Low Bidders;
- A Copy of The Intent To Award;
- Online Vendor Application Registration and ALL information to verify it is current;
- Update NIGP Commodity Product & Service Codes;
- Complete an online W9 form and fax to number shown on the form, so it is attached to your application.

57. CONTRACT TERMINATION FOR CONVENIENCE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

58. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in

writing at any time during the 30 day grace period. The request must be addressed to the Director of Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

59. RENEWAL OF BIDS:

Unless otherwise specified in the special conditions, bids may be renewed for a period equal to the original bid term or for three (3) successive one (1) year periods, whichever is greater, under the same terms, conditions, specifications and pricing structure. Renewals must be approved by the Board.

60. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the Hernando County School Board shall require a "**first priority**" basis for goods and/or services. It is imperative that the community, district employees and students are protected from any emergency, which threatens the health, safety and welfare of the Hernando County School Board. The district expects to pay a fair and reasonable price for all, if and when needed.

61. FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CRF, part 85, defined at 34 CFR Part 85, Section.105 and 85.110-(ED80-0013).

- a) ***The prospective lower tier (\$25,000) participant certifies, by submission and authorizing signature of this bid, 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.***
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

62. CRIMINAL ACTS

Employment by any Trade Contractor awarded by the district of any employees, subcontractors, and/or temporary employment personnel with multiple felonies and/or crimes against children will not be tolerated. All Contractors must provide documented proof of efforts to comply with this requirement. The District may declare any non-compliance or lack of diligent effort to comply by the Contractor as a breach

GENERAL TERMS & CONDITIONS

of contract and immediately terminate the services of the successful contractor(s).

63. DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor 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

64. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES DOE 6A1.012(6)

It is hereby made a part of this solicitation that the submission of any bid response to this advertised request constitutes a bid/proposal under the same terms and conditions, at the same or below the specified prices, whereby purchases may be made by other governmental agencies when the proposer awarded a contract defined herein will permit purchases awarded in such a contract.

65. GOVERNING LAW, JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

This agreement and each schedule shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida. Vendor/bidder irrevocably submits to the jurisdiction of the county or circuit courts of the Fifth Judicial Circuit serving Hernando County, Florida, in all respects and waives to the fullest extent allowed by law any objection to venue in such court, and further waives any right to a trial by jury. Parties are responsible for their own attorneys' fees and costs.

66. OTHER AGREEMENTS

By submitting a bid or proposal, vendor/bidder agrees that any additional contracts or written agreements between the parties shall conform with these specifications. Should there be any conflict between the contract or written agreement and these specifications, these specifications shall govern.

67. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

68. EQUAL EMPLOYMENT OPPORTUNITY

(34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of

Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

69. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4))

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

70. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

(Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

71. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)):

All vendors, contractors and subcontractors must 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). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

72. RECORDS RETENTION (34 CFR 80.36(i)(11)):

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

73. CLEAN AIR ACT (34 CFR 80.36(i)(12)):

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

74. ENERGY EFFICIENCY (34 CFR 80.36(i)(13)):

All vendors, contractors and subcontractors must comply with 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 (Pub.L. 94-163, 89 Stat. 871).

GENERAL TERMS & CONDITIONS

75. VARIANCE IN CONDITION:

Any and all ***SPECIAL CONDITIONS*** and ***SPECIFICATIONS*** attached hereto which vary from these ***GENERAL TERMS and CONDITIONS*** shall have precedence. Any inconsistency in this bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions and Instructions to Bidders.

76. NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights: a.) The unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein when it is to the economic benefit of the district; and b.) the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit of the district.

SPECIAL CONDITIONS

SCOPE

The purpose and intent of this invitation to bid is to select a contractor to provide garbage and trash collection services, and recycling services for paper, plastic, and aluminum/steel cans for designated district locations, including all labor, supervision, personnel, equipment and vehicles, and to secure firm, net pricing and commission rates for the contract period as specified herein.

Please Note – *The Successful Vendor must be able to deploy all containers at each site during the Winter Break to avoid any service disruption to the District.*

NOTE – *Some District Facilities Do Not Have Receiving Docks. Please Call The Ship To Location Located On The Purchase Order To Verify Prior To Any/All Deliveries. Delivery May Require A Lift-Gate Truck.*

SPECIAL NOTE – *The Purchasing Department has adopted and implemented **Go Green Initiative (GGI)** programs throughout the district. Staff applies these initiatives to many environmental issues, including the products we purchase for use at our schools.*

CONTRACT PERIOD

The Contract Period shall commence upon contract award, and end three (3) years from date of award. However, this bid shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation. Prices and discounts shall remain firm for this period and shall include **ALL** freight and handling charges.

CONTRACT VALUE

It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately \$350,000/total, per year, excluding renewal options. This is only an estimate and actual volume could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

BID CONTENT & SUBMITTAL

Two (2) complete copies (1 original & 1 copy) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

ADDITIONAL REQUIRED SUBMITTALS & REQUIREMENTS

- A minimum of four (4) references of projects that are similar in scope. Provide location, contact person and phone number. (See Customer Reference Form);
- The Contractor shall provide legible photocopies of all applicable licenses and permits (Federal, State, County and local) authorizing the Contractor to operate in Hernando County, Florida and the unincorporated areas therein, if applicable.
- The Contractor shall provide legible photocopies of all applicable permits and licenses authorizing the Contractor to dispose of garbage and trash at the Hernando County Solid Waste Management facility. Permits shall include the categories of garbage and trash of which the company is permitted to dispose.

SPECIAL CONDITIONS

AWARD

This contract will not be awarded all or none. An award will be made to the vendor submitting the lowest most responsive and responsible bid for Bid Proposal Form "A" Section I and the highest commission price paid to the district for Bid Proposal Form "B" Section II (required items). A separate award may be made to a single vendor or multiple vendors for the optional items in Section II if deemed to be in the District's best interest to do so. The District reserves the right to award contracts for both services together **OR** separately, whichever is in the districts best interest to do so. The District may also choose to award a contract for Section I only, rejecting Section II if desired responses are not received. Awarded vendors shall be able to perform all requirements stated in the bid.

RECEIPT OF BIDS

Bids will be accepted on or until **11:30 AM** EST, bids will be accepted if date/time stamped **11:30 AM** date/time stamps of **11:31 AM** or later will be rejected. . **Please Note - The Time And Date Stamp A Solicitation Has Been Received Shall Only Apply As Indicated By The Official Solicitation Time Clock Located In The Purchasing Department. No Other Time Clock Shall Apply.**

RENEWAL OPTION

By mutual consent of the School Board of Hernando County, Florida, and the successful bidder, this contract may be renewed for **one (1) additional three (3) year period.**

CONTRACTOR RESPONSIBILITIES

- The Contractor must clean up any spills they cause. All spills shall be dealt with in compliance with EPA regulations and current health and safety standards.
- The Contractor must maintain adequate service to all sites. Minimum service must include cleaning and maintaining Contractor owned equipment, pick-up and disposal of garbage and trash on an agreed upon scheduled basis.
- The Contractor will perform unscheduled or emergency pickups as needed.
- **The Contractor shall make every reasonable effort to schedule pick-ups before 7 AM or after 5 PM. Pick up times must be consistent.**
- The Contractor will report any deviations from the regular schedule, for any reason, to the Maintenance Department, 352-797-7071.
- The Contractor must maintain open communication with the district Maintenance Department by e-mail or by telephone.
- The Contractor will be required to provide containers of various sizes, and to provide additional containers, or remove unneeded containers as necessary. Containers shall be clean, serviceable, free of leaks, and with appropriate lids, or closure mechanisms. Unit prices submitted on the Bid Proposal Forms shall be used for additions and deletions.
- The Contractor shall assign a specific supervisor for this account.
- The Contractor shall perform all services in strict accordance with these specifications, all Federal, State and local laws and ordinances pertaining to this service, and the accepted standard practices of the trade.
- The Contractor shall provide legible photocopies of all applicable licenses and permits (Federal, State, County and local) authorizing the Contractor to operate in Hernando County, Florida and the unincorporated areas therein.
- The Contractor shall provide legible photocopies of all applicable permits and licenses authorizing the Contractor to dispose of garbage and trash at a Solid Waste Management facility. Permits shall include the categories of garbage and trash of which the company is permitted to dispose.

SPECIAL CONDITIONS

HOLIDAY BREAKS-SCHOOL YEAR 2011-2012

Each year, schools and administrative offices are closed for Thanksgiving, Winter and Spring break periods. Please review the below schedule for those applicable dates school sites and administration offices will be closed and reopening during these times:

	THANKSGIVING		WINTER HOLIDAYS		SPRING BREAK	
	CLOSED	REOPEN	CLOSED	REOPEN	CLOSED	REOPEN
SCHOOLS	11/23/11	11/28/11	12/26/11	01/09/12	03/19/12	03/27/12
ADMIN. OFFICES	11/23/11	11/28/11	12/26/11	01/09/12	03/19/12	03/26/12

<u>Additional</u>	First Day of School (Students)	08/22/11	Presidents Day	02/20/12
<u>Dates/Holidays</u>	Labor Day	09/05/11	Long Weekend	04/06/12
	Veterans Day	11/11/11	Memorial Day	05/28/12
	Martin Luther King Day	01/16/12	Last Day Of School (Students)	06/06/12

No deliveries will be accepted during the dates indicated above marked as closed. Please adjust your delivery schedules accordingly.

Purchase Orders will either contain notices or print special notification terms and condition codes referencing these important dates as holiday breaks approach. *PLEASE READ THEM CAREFULLY.*

January 14, 2011

IMPORTANT VENDOR NOTIFICATION
Please Read



*As a District cost effective initiative, beginning mid March 2011, the Purchasing Department will be sending all purchase order copies scanned electronically through the email system to applicable vendors. Hard copy purchase orders will no longer be printed and mailed as they have in the past, after this date. In order to setup your correct vendor information, we will require a **valid email address** for the location you wish to have the electronic purchase order copy sent. Please send that address electronically to the following purchasing contact person, Carroll Bass, Purchasing Assistant, telephone number 352-797-7060:*

bass_c@hcsb.k12.fl.us

*The Purchasing Department appreciates your understanding and cooperation during this transition period.
Thank you.*

Respectfully,

*Jessica Baraket,
Director of Purchasing*

GENERAL CONTRACTOR REQUIREMENTS

- A.** The contractor shall provide services, as requested in this bid, to district owned facilities (inside and outside) based upon the quoted hourly labor rate(s)/crew rates and percentage rates for equipment, parts and materials as stated in the bid. On certain designated projects, the district may supply the parts/materials/supplies necessary to complete a job. On those designated projects, the contractor will be responsible for labor services ONLY as quoted hourly labor rate(s) offered in this bid. This is a district decision to be determined at the beginning of any/all district projects, with reference to this bid. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.
- B.** The Contractor(s) must be in possession of or obtain therein, all licenses, necessary bonding requirements and permits that may be required by this bid, at no cost to the school district. Permitting must go through the Hernando County School Board Permitting Department.
- C.** Bidders must meet or exceed the following qualifications:
- Bidder must comply will all safety rules defined by State and Federal regulations and any other laws and regulations relating to the services to be performed;
 - The Contractor(s) shall comply with SREF (State Requirements for Educational Facilities) Florida Department of Education and OSHA Safety Standards;
 - Bidder shall have performed services similar in scope to this contract and shall provide a minimum of four-(4) references as documentation;
 - Bidder shall be insured and carry ALL of the insurance as required by the state;
 - Bidder must have provided the service, as requested in this bid, a minimum of five (5) years.
- D.** The Contractor(s) shall provide all the required submittal information requested in the SUBMITTALS CHECKLIST, Section, Page, of the Bid Documents.
- E.** The Contractor(s) shall not subcontract the work to others, unless the Maintenance/Facilities Department gives prior authorization. All such authorization shall be obtained in writing.
- F.** The Contractor(s) shall be prepared to provide all labor, equipment, supplies and materials (unless job designated as district to furnish), in order to perform the services in this bid.
- G.** When performing services, as requested in this bid, the Contractor(s) shall provide:
- All Labor;
 - Supervision;
 - Necessary Tools and Equipment;
 - Trained and Licensed Personnel, If Applicable;
 - Materials, Supplies, etc., If Applicable;
 - Removal of debris and site clean-up work when work/job is completed.
- H.** The Contractor(s) shall provide personnel who are qualified and possess all necessary licensing and bonding, to perform the work specified in the bid, if applicable.
- I.** The Contractor(s) shall not use personnel with suspended or revoked licenses, if applicable.
- J.** The Contractor(s) shall notify Maintenance/Facilities Department or other personnel as designated by Maintenance Department when company personnel are running late for any reason and will not be on time to begin any district assigned projects.
- K.** The Contractor(s) shall take direction ONLY from the Maintenance/Facilities Department or other personnel as designed by Maintenance Department. When designated services are required, the following shall take place:
- Contractor will be notified of the site location;
 - A mutual Date and Time shall be arranged between the contractor and district personnel responsible for overseeing the project, to meet at the site
 - The designated meeting, place and time, shall be an informative, general one, in order to provide the contractor with a general overview of the work to be completed and walk the site.
 - Hours of the day and days of the week site will be available (contractor to have access to) to perform the work as specified.
 - The Contractor shall provide a written **“Not To Exceed”** estimate of the total dollar amount, containing

GENERAL CONTRACTOR REQUIREMENTS

K. (Continued)

1. Brief description of the work to be performed;
2. Number of labor hours and types of labor,
3. Material cost estimate;
4. Total Lump Sum "Not To Exceed" estimate;
5. Number of calendar days required to complete the work after authorization to proceed.

L. Any and all changes in to work at the assigned work site is to be given by the Maintenance/Facilities Department ONLY. Any other work direction taken and performed by the contractor shall be considered UNAUTHORIZED and could result in nonpayment of funds for work performed. The district reserves the right to require the contractor(s) to submit a revised estimate, or to purchase the services from the secondary contractor, if the start and/or completion time does not meet the district's needs or an agreeable price cannot be reached. Under NO circumstances shall work proceed unless authorized by Maintenance Department and Contractor(s) receives a purchase order confirmation number, followed by receipt of the original, hard copy of the PO.

Scope of work shall not be expanded beyond original proposal without the approval of Maintenance Department

- M. If work is to be accomplished on weekends, or during Holiday periods, and/or after normal business hours, when district facilities are closed, appropriate district personnel will be made available at the site to enable access to the facility by the contractor(s) personnel. All such work of this nature is to be coordinated and authorized only thru the Maintenance/Facilities Department.
- N. Man-hours paid under this contract shall be only productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rented vehicles/equipment is not chargeable directly, but is considered to be vendor overhead and the cost shall be included in the fixed hourly rates. The hourly rate shall also include direct labor, general and administrative overhead, taxes (school district is tax exempt), insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.) for services provided under this contract.
- O. The normal working hours on the contract will be from 7:00 A.M. to 4:00 P.M., Monday through Friday, unless otherwise authorized by the Maintenance/Facilities Department. In the event the contractor is required to perform work other than Monday through Friday, as stated above, the contractor shall charge no more than 1-1/2 times the fixed hourly rate.
- P. In the event the contractor(s) is required to supply and install necessary parts, material, or equipment items for the completion of a project, the contractor shall submit the original itemized invoice. The district will pay **ONLY the percentage rate markup** on all such items (parts/materials) as stated in this bid proposal, regardless of manufacturer, upon submission of the original invoice and verification of installation by Maintenance Department. This percentage rate shall remain firm regardless of the manufacturer/supplier of parts or materials, etc.
- Q. All work, equipment, and supplies furnished in performance of this contract shall be subject to inspection at all times by the Maintenance/Facilities Department or his designee. Any deviations from or failures to comply with terms of this contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.
- R. While working, the Contractor(s) vehicles shall be legally parked so as not to interfere with normal traffic flow. No vehicles, equipment, or materials shall be stored on the premises.
- S. The Contractor(s) shall confine his equipment, apparatus, the storage of materials, and the operation of his workmen to the limits indicated by law, ordinances, permits, or direction of the Maintenance/Facilities Department, and shall not unreasonably encumber the premises with his materials. The Contractor(s) shall take all measure necessary to protect his own materials.
- T. At a minimum, the contractor(s) employees conduct shall include the following:
1. The Contractor(s) and all their employees are required to sign in and out at the main office or other places as designated by Maintenance Department on arrival and when leaving the job site, if applicable. All Sub-contractors used by the Contractor(s) are also required to follow this procedure and the Contractor(s) is responsible for compliance, and only if sub-contractors have been authorized to perform work on this contract.
 2. Workmen using foul or abusive language or presenting an offensive appearance (as determined by the Principal or Maintenance Department) shall be asked to leave the job site.
 3. Radios or other audio items are not to be used on School Board property.

GENERAL CONTRACTOR REQUIREMENTS

4. Smoking on School Board property is prohibited.
 5. The Contractor(s) shall comply with all Civil Rights Legislation.
- U.** Until the acceptance of the work by Hernando County School Board, it shall be under the charge and care of the Contractor(s), and he shall take every necessary precaution against injury or damage to any part thereof by action of the elements, or from any other cause whatsoever, arising from the execution or non-execution of the work. The Contractor(s) shall rebuild, repair, and make good, at his/her own expense all injuries or damages to any portion of the work thereof, caused by the contractor or their employees while at the job site and prior to completion and acceptance by Maintenance/Facilities Department.
- V.** The Contractor(s) shall conduct his work so as to interfere as little as possible with the operation of the existing school program, private business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.
- W.** The Contractor(s) shall start all regular/normal work (considered to be ***non-emergency*** related) within a not to exceed **three (3) working days** after receipt of purchase order.
- X.** The Contractor(s) shall respond to ***emergencies*** within **two (2) hours** of notification. An emergency is defined as any situation that left uncorrected, would potentially jeopardize the health, safety or security of the school's occupants; cause significant damage to a structure or its contents; or unduly impede the conduct of the school districts business. Failure to respond to a service call, within the designated time, shall be considered valid reason for termination of this contract. In the event that the Contractor(s) shall not comply within stated time, the Hernando County School Board reserves the right to call any qualified Contractor(s) to perform service.
- Y.** The Contractor(s) shall meet the following noise abatement performance standards for all construction equipment:
- Between the hours of 7:00 A.M. and 6:00 P.M., noise levels shall not exceed those levels as established by the county or state ordinances, regulations, etc., for work sites nearest residential or commercial property lines.
 - Operation of equipment should be avoided between the hours of 6:00 P.M. and 7:00 A.M., but if required, the noise level shall not exceed standard levels as established by the county or state ordinances, regulations, etc., for work sites during these hours.
- Z.** The Contractor(s) shall maintain an adequate supply of materials, supplies, personnel, etc., needed to perform the services required by this bid to ensure work can be performed in a timely manner. Repeated and documented instances of using substandard materials, supplies, personnel, failure to have materials, supplies, personnel readily available when performing work assignments, or continued failure to provide services in a timely manner, or failure to adequately clean up sites and remove debris when work is complete, shall constitute adequate grounds for cancellation of all or any part of this contract. Including, but not limited to, being removed from the district's approved vendor listing for a designated period of time.
- AA.** The Contractor(s) must provide a single telephone number and contact person that will receive work related calls from authorized Maintenance/Facilities Department personnel. See Bid Proposal Form.
- BB.** The Contractor(s) shall provide work related services, at a minimum, to the below designated locations as assigned to them during normal business hours, when personnel are available on site, Monday through Friday, or when authorized through Facilities/Maintenance Department:
- School Sites;
 - Administration Building;
 - School Distribution Center;
 - Facilities/Maintenance Department;
 - Food Service & Nutrition;
 - Any/All Other District Owned Facilities/Portables;
- CC.** Follow up or call back work, to correct recent previous work, SHALL NOT be charged to Hernando County School Board if the work is the result of vendor incidents.

GENERAL CONTRACTOR REQUIREMENTS

- DD.** No charges shall be allowed for equipment down-time lost due to equipment becoming stuck off-road. Neither shall time be charged for equipment maintenance such as tune-ups, routine maintenance, vehicle maintenance and/or cleaning.
- EE.** Maintenance/Facilities Department shall be furnished with every means to verify whether or not the materials and work are in accordance with the requirements and intent of these specifications. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered before the project is finally approved and authorized for payment.
- FF.** Upon completion of the work and before acceptance and final payment is made, the Contractor(s) shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the work in a neat and presentable condition.
- GG.** The Contractor(s) shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor(s) at his expense, shall repair or make restoration as is practical and acceptable to the Hernando County School Board and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from the date damage was done).
- HH.** Prior to commencement of work, the Contractor(s) shall familiarize himself with the location of all existing utilities and facilities within the work sites. The Contractor(s) shall be responsible for contacting the utility company if a conflict exists, (both overhead and underground). Should damage or structural weakening occur to such items through negligence on the part of the Contractor(s), immediate corrective measures shall be taken by, and at the expense of, the Contractor(s) as directed by Maintenance/Facilities Department personnel.
- II.** When work has been completed, the contractor(s) shall submit an invoice, which at a minimum, should include the following:
- Facility Name/Location
 - Description of the work performed;
 - Date(s) work was performed and completed;
 - Listing of all materials and supplies, if applicable;
 - Total number of labor hours.
- JJ.** Contractor(s) will at all times in the performance of this contract exercise due care and caution for the safety and welfare of the workmen employed on the job and the students, school staff and property. Contractor(s) shall specifically warn its employees of the potential hazards of working in proximity of students and of the necessity for them to exercise extreme caution when on school board property.
- KK.** All work the contractor is providing the project service(s) for **must** submit his proposal in writing and obtain prior authorization before proceeding by Maintenance/Facilities Department personnel. Failure to do so may result in denial of payment or termination of contract.

INSURANCE REQUIREMENTS FOR CONTRACTOR(S)

1. Contractor shall purchase and maintain such insurance as will protect him from and the Owner (Hernando County School Board) from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be himself or by a Sub-Contractor of anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.
 - a. Claims under Worker's Compensation disability benefits and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease or death of any person than his employees;
 - c. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - d. Claims for damage insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
 - e. Claims for damages because of injury to or destruction of property, including loss of use resulting there from; and
 - f. Claims for personal injury. (Separate coverage from bodily injury.)
2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or materially changed unless at least **thirty (30) days** written notice has been given to the Owner.
3. Contractor shall procure and maintain at his own expense, during the Contract Time, Liability Insurance as hereinafter specified:
 - a. Comprehensive General Liability – with limits of liability of not less than \$500,000.00 for all damages arising out of bodily injury and \$1,000,000.00 per occurrence sustained by two or more persons;
 - b. Comprehensive Vehicle Liability - with limits of liability of not less than \$500,000.00 for all damages arising out of bodily injury and \$1,000,000.00 per occurrence sustained by two or more persons.
4. Property Damage – with limits of liability of not less than \$50,000.00 per person; and \$500,000.00 per occurrence.
5. The policy shall provide coverage for Contractual Liability, completed operations and Broad Form Liability endorsement.
6. Personal Injury Liability - \$1,000,000.00 per claimant; and \$500,000.00 per occurrence.
7. Contractor shall acquire and maintain all risk coverage (Fire and Extended Coverage, Vandalism, and Malicious Mischief and additional optional perils) including theft of building materials insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and Subcontractors as their interest may appear. This provision shall in no way release Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the project.
8. Worker's Compensation Insurance – Statutory requirements of Florida Statutes, Chapter 440;
9. The Hernando County School Board both as an **"Additional Insured"** and **"Certificate Holder"** on all insurance policies by the contractor(s) as the result of being awarded a contract; unless expressly prohibited by the insurance company. When and if this occurs, a written explanation of that insurance company's position must be submitted to the Purchasing Department, along with the Insurance Certificate, which will be attached to the document and kept on file.

Prior to the commencement of work the contractor(s) must provide HCSB Purchasing Department with a Certificate of Insurance, which is evidence of the above coverage.

CUSTOMER REFERENCE FORM

LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCES SIMILAR IN SCOPE TO THE
HERNANDO SCHOOL DISTRICT:
(duplicate as needed)

Reference No.1

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.3

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.2

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.4

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

DISTRICT SITES REQUIRING SERVICE

SCHOOL & LOCATION	SCHOOL & LOCATION
1. <u>SPRINGSTEAD HIGH SCHOOL</u> 3300 Mariner Blvd. Spring Hill, FL 34608 (352) 797-7010	11. <u>CENTRAL HIGH SCHOOL</u> 14075 Ken Austin Parkway Brooksville, FL 34613 (352) 797-7020
2. <u>WESTSIDE ELEMENTARY SCHOOL</u> 5400 Applegate Drive Spring Hill, FL 34606 (352) 797-7080	12. <u>DELTONA ELEMENTARY SCHOOL</u> 2055 Deltona Blvd. Spring Hill, FL 34606 (352) 797-7040
3. <u>SUNCOAST ELEMENTARY SCHOOL</u> 11135 Quality Drive Spring Hill, FL 34609 (352) 797-7085	13. <u>PARROTT MIDDLE SCHOOL</u> 19220 Youth Drive Brooksville, FL 34601 (352) 797-7075
4. <u>WEST HERNANDO MIDDLE SCHOOL</u> 14324 Ken Austin Parkway Brooksville, FL 34613 (352) 797-7035	14. <u>EASTSIDE ELEMENTARY SCHOOL</u> 27151 Roper Road Brooksville, FL 34602 (352) 797-7045
5. <u>CHOCACHATTI ELEMENTARY</u> 4135 California Street Brooksville, FL 34604 (352) 797-7067	15. <u>SPRING HILL ELEMENTARY</u> 6000 Roble Avenue Spring Hill, FL 34608 (352) 797-7030
6. <u>FOX CHAPEL MIDDLE SCHOOL</u> 9412 Fox Chapel Lane Spring Hill, FL 34606 (352) 797-7025	16. <u>POWELL MIDDLE SCHOOL</u> 4100 Barclay Avenue Brooksville, FL 34609 (352) 797-7095
7. <u>FLOYD ELEMENTARY SCHOOL</u> 3139 Dumont Avenue Spring Hill, FL 34609 (352) 797-7055	17. <u>TRANSPORTATION DEPARTMENT</u> 3339 California Street Brooksville, FL 34609 (352) 797-7003
8. <u>MOTON ELEMENTARY SCHOOL</u> 7175 Emerson Road Brooksville, FL 34601 (352) 797-7065	18. <u>CHALLENGER K-8 SCHOOL</u> 13400 Elgin Blvd. Spring Hill, FL 34609 (352) 797-7024 *New School – Opening August 2005
9. <u>PINE GROVE ELEMENTARY SCHOOL</u> 14411 Ken Austin Parkway Brooksville, FL 34613 (352) 797-7090	19. <u>SPRINGS COAST ENV. CENTR</u> 9170 Cortez Blvd. Weeki Wachee, FL 34607 (352) 592-5737
10. <u>EXCEPTIONAL STUDENT EDUCATION</u> 900 Emerson Road Brooksville, FL 34601 (352) 797-7022	20. <u>NATURE COAST TECHNICAL HIGH SCHOOL</u> 4057 California Street Brooksville, FL 34604 (352) 797-7088

DISTRICT SITES REQUIRING SERVICE

SCHOOL & LOCATION

21. EXPLORER K-8

10252 NORTHCLIFFE BLVD
SPRING HILL, FL 34608
352-797-7094

22. HERNANDO HIGH SCHOOL – PULPER ONLY

700 BELL AVE
BROOKSVILLE, FL 34601
352-797-7015

23. WEEKI WACHEE HIGH SCHOOL

121250 VESPA WAY
WEEKI WACHEE, FL 34614
352-797-7029

24. WINDING WATERS K-8

12240 VESPA WAY
WEEKI WACHEE, FL 34614
352-797-7092

25. ENDEAVOR ACADEMY-RECYCLE ONLY

1036 Varsity Drive
Brooksville, FL 34601
352-797-7013

26. MAINTENANCE/FACILITIES – RECYCLE ONLY

8008 Mobley Road
Brooksville, FL 34601
352-797-7010

27. SCHOOL DISTRIBUTION CTR – RECYCLE ONLY

8050 Mobley Road
Brooksville, FL 34601
352-797-7060

28. ADMINISTRATION BLDG – RECYCLE ONLY

919 N. Broad St.
Brooksville, FL 34601
352-797-7000

NOTE: Additional district sites, containers, sizes, and quantities may be added or deleted to this contract as needed, throughout the initial term of the contract and any subsequent renewal periods.

GENERAL SPECIFICATIONS

SAFETY

Vendor(s) is required to meet all appropriate OSHA standards. All traffic signs, regulations, and speed limits shall be strictly observed. Vendor(s) shall show extreme caution when pedestrians are near containers or surrounding area. Vendor(s) vehicles may not be left, unoccupied, without the prior removal of the ignition keys.

VEHICLES

Vehicles used by the vendor(s) shall be in good condition; in the event of vehicle breakdown(s), the vendor(s) will be responsible to provide replacement vehicles to empty containers within two consecutive business days.

ENCLOSURES

The vendor(s) will be required to properly open and re-secure all enclosure gates or doors during collection. Gate keys, or electronic openers, will be provided by the district to allow access to containers during non-business hours. The vendor(s) will be responsible to sign for keys and electronic openers. Any lost keys or electronic openers will be the responsibility of the vendor (s) and reimbursement made to the district.

DAMAGES

The vendor(s) shall be responsible for any damages to the district's property resulting from the services provided under this contract.

PHASING PLAN

Vendor(s) must be able to deploy all containers at each site during the Winter break.

COLLECTION TIMES

The vendor(s) shall schedule collections at all locations to avoid conflict with school or district activities. Vendor(s) shall provide the district with a tentative schedule for collection that will be approved by the district to create a collection schedule. Vendor(s) is required to collect all materials as specified by contract on the day of collection.

- Collection times shall occur before or after normal hours of operation which are generally as follows:
 - Before 7:00AM or After 5:00 PM
- In select cases, when requested by the district, collection will need to be during school hours. Collection times by the vendor(s) shall in no way interfere with the normal routine of the occupants of the buildings or their visitors. Special attention should be made for student traffic in service areas.

SCHEDULES

It is very important for each location to be picked up when scheduled. The vendor(s) shall generate a collection schedule. The vendor(s) will provide the district with the opportunity to revise schedule as needed. Special collections are to be scheduled for days when the regularly scheduled collection falls on a holiday, or when the collection is delayed due to weather or equipment failure. HCSD holidays are determined by the School Board prior to each new school year. Approved holidays for the current school year are provided on the HCSD website. Any missed collection dates must be made up before 7:00 AM on the following business day.

REDUCED COLLECTION SCHEDULE

District buildings operate on a year round basis, except for Winter Break and Spring Break. During these times collection service will be reduced to reflect the following:

- During the two (2) weeks of Winter Break and the one (1) week of Spring Break no collection pick up is required.
- During approximately ten (10) weeks during the summer, locations that are ordinarily picked up three (3) times per week will be reduced to two (2) times per week to occur on a Tuesday and Friday.
- No collection pick-up will occur during the summer months at Spring Coast Environmental Centers. Exact dates will be determined and provided to the awarded vendor in advance.

RELOCATION

The district reserves the right to relocate the containers at no additional cost. The district will notify the vendor(s) in writing three (3) consecutive business days prior to the effective date of the relocation. The vendor(s) shall relocate applicable containers by the effective date unless other arrangements have been made in writing with the district.

RECYCLING SPECIFICATIONS

Recycled materials must be weighted using accurate weight information and methods and the information will be provided to the district for the purpose of report creation. An accurate tally of tonnage for each school/cost center must be provided to the district on a monthly basis. Copies of scale tickets may be requested from the vendor as necessary. Recycled materials shall not be placed in the landfill or incinerated unless prior approval from the district is granted. The district shall encourage all employees and students not to recycle any prohibited items.

SCOPE OF MATERIALS LIST

Hernando County School District seeks to have the following materials removed from schools and offices and recycles:

Required

- Paper products including newspaper, mixed paper, office paper, cardboard, magazines, phone books, and soft textbooks,
- All plastic products including but not limited to plastic drink containers #1 and #2, and screw top narrow neck plastic bottles.
- Aluminum and steel cans

Optional

- Toner cartridges
- Household batteries
- Polystyrene/Cafeteria Trays
- Auto and truck tires

CONTAINER REQUIREMENTS

Containers provided during the implementation period can be phased in if necessary as agreed upon by the district and vendor. The number of containers necessary for recycling will be determined by volume. The vendor shall provide all necessary labor, materials, containers, and equipment for the collection, removal and proper recycling of all materials to be collected and recycled.

➤ **Roll – Off Containers for Schools & Cost Centers**

All roll-off containers shall be placed in designated areas as requested. All roll-off containers shall be inspected, repaired, repainted, and sanitized at periodic intervals as requested, no less than once per contract year as necessary. Roll-off containers shall be the appropriate size (20-yard, 30-yard- or 40-yard) necessary to collect the recycled volume. All roll-off containers shall be maintained in good working order by vendor(s). Roll-off containers shall be constructed of high quality steel or an acceptable alternative approved by HCSD. Containers shall have markings signifying a recycling symbol or verbiage indicating it is a recycling container.

➤ **96 Gallon Recycling Containers**

96-gallon recycling containers with solid lids on wheels will be used to collect materials from smaller ancillary locations where roll-offs will not fit. Containers shall be maintained in good working order and replaced as needed within seven consecutive business days of request. Containers shall have markings signifying a recycling symbol or verbiage indicating it is a recycling container.

➤ **Other Recycling Container Approved by the District**

The vendor may suggest other types of recycling containers to better suit site specific locations. Final approval of other containers will be approved by the District.

COMPENSATION

Vendor must compensate Hernando County School District on a quarterly basis. One single payment for the price paid per ton for recycling at all sites included in this bid, will be made payable to the District.

BID PROPOSAL FORM – “A”

(Vendors May Bid Both Waste Collection Service & Recycling Service Or One Or The Other)

SECTION I – WASTE REMOVAL SERVICES

All pricing in this matrix must be completed or your bid may be declared non-responsive.

Indicate the price to provide service for **ONE** container in each category in this matrix for one week. Prices entered in this matrix shall constitute the basis for billing, and adding or removing containers from service requirement. Prices bid shall be firm, net prices for the contract period.

Container/Dumpster Size	Number Of Pick-Ups Per Week For ONE Container				
	1X	2X	3X	4X	5X
2 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Additional Requested Pricing:

(As Needed Basis)

20 yard dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
40 yard dumpster	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Indicate price per yard for special pick up of ONE yard on an “as required” basis. Special pick-up excludes carpet, other bulky material or hazardous waste.

Special pick up price per yard: \$ _____

Include any additional pricing information, which may be applicable to this contract below:

BID PROPOSAL FORM – “A” (CONT'D)

Enter the applicable unit prices from the ***Unit Pricing Bid Proposal Form, Page 18, based upon price bid and frequency of pickups per week.*** Multiply by the Container Quantity to obtain the Extended Price. Add all Extended Prices to obtain the Total Lump Sum Bid Price, to be used to assist in determining apparent low bid at bid opening only.

All Pricing In This Matrix Must Be Completed Or Your Bid May Be Declared Non-Responsive.

Location	Container Size/yards	Pick Ups Per Week	Unit Price (X) (Times)	Quantity of Containers	(=) Extended (Equals) Price
Eastside Elementary School	6	2	\$_____	2	\$_____
Challenger K-8 High School	8	5	\$_____	2	\$_____
Challenger K-8 High School	4 Pulper	5	\$_____	1	\$_____
Springstead High School	8	3	\$_____	3	\$_____
Springstead High School	4 Pulper	5	\$_____	1	\$_____
Springstead High School	2	3	\$_____	1	\$_____
Springstead High School	6	1	\$_____	1	\$_____
Spring Hill Elementary School	8	2	\$_____	2	\$_____
Spring Hill Elementary School	4 Pulper	5	\$_____	1	\$_____
Explorer K-8	8	5	\$_____	3	\$_____
Explorer K-8	4 Pulper	5	\$_____	1	\$_____
Pine Grove Elementary School	8	5	\$_____	1	\$_____
Pine Grove Elementary School	8	2	\$_____	1	\$_____
Pine Grove Elementary School	4 Pulper	5	\$_____	1	\$_____
Westside Elementary School	8	5	\$_____	2	\$_____
Fox Chapel Middle School	8	5	\$_____	1	\$_____
Powell Middle School	8	2	\$_____	1	\$_____
Powell Middle School	8	5	\$_____	1	\$_____
Powell Middle School	4 Pulper	5	\$_____	1	\$_____
*Moton Elementary School	8	3	\$_____	2	\$_____
Deltona Elementary School	8	5	\$_____	2	\$_____
Central High School	8	5	\$_____	2	\$_____
Central High School	8	2	\$_____	1	\$_____
**Central High School	8	1	\$_____	1	\$_____
Dolores Parrott Middle School	8	5	\$_____	2	\$_____

BID PROPOSAL FORM – “A” (CONT’D)

Chocochatti Elementary School	8	5	\$_____	1	\$_____
West Hernando Middle School	8	5	\$_____	1	\$_____
Suncoast Elementary School	8	5	\$_____	2	\$_____
Floyd Elementary School	8	5	\$_____	1	\$_____
Exceptional Student Education	6	1	\$_____	1	\$_____
Transportation Department	8	2	\$_____	1	\$_____
Hernando High School	4 Pulper	5	\$_____	1	\$_____
Nature Coast Technical High School	8	5	\$_____	2	\$_____
Nature Coast Technical High School	8	2	\$_____	1	\$_____
Springs Coast Environmental Center	2	1	\$_____	1	\$_____
Weeki Wachee High School	8	5	\$_____	2	\$_____
Winding Waters K-8	8	5	\$_____	2	\$_____

TOTAL LUMP SUM BID PRICE (Determine Apparent Low Bid Only) \$ _____

The district reserves the right to make adjustments in service at any of its locations as necessary. Unit prices bid on page 27 shall constitute the basis for billing, invoicing, and adjustments to the same when adding and removing containers from service.

BID PROPOSAL FORM –“B”

(Vendors May Bid Both Waste Collection Service & Recycling Service Or One Or The Other)

SECTION II – RECYCLING SERVICES

Indicate the revenue to the district per ton. Prices entered in this matrix shall constitute the basis for collection of compensation. Prices bid shall be firm, net prices for the contract period.

ITEM	DESCRIPTION	REVENUE PAID TO THE DISTRICT PER TON
1.	Paper & Cardboard	\$_____/Ton
2.	Plastic	\$_____/Ton
3.	Aluminum	\$_____/Ton
<i>Optional Items – A separate award may be made to a single or multiple vendors for the optional items listed below: Vendors do not need to bid on required items above to be considered for award of optional items.</i>		
4.	Household batteries	\$_____/Ton
5.	Polystyrene/Cafeteria Trays	\$_____/Ton
6.	Auto and truck tires	\$_____/Ton
<i>Additional Requested Pricing</i>		
List any additional services and related revenues and/or costs to the district (attach additional pages if necessary)		Revenue Paid to the District
		Cost to the District

The district reserves the right to make adjustments in service at any of its locations as necessary.

Include any additional pricing information, which may be applicable to this contract below:

BID PROPOSAL FORM -B

For the purpose of determining the highest revenue paid to the district for this section of the bid, the following scenario will be employed to apply the price paid to the district per ton (Column A) that you entered on the Bid Proposal Form and the estimated tonnage provided by the district (Column B) below to represent the total revenue paid to the district. The scenario represents ONLY an estimate tonnage of annual recycling material that the district may produce. The price per tonnage is to be inserted in the applicable space below. ALL spaces should be completed.

Do Not Change Any Of The Information Listed Below. They Represent An Approximate Usage ONLY. In No Way Are They Meant To Reflect Actual Tonnage Which Could Vary Up Or Down During The Term Of The Contract

<u>SCENARIO</u>			
<u>Description</u>	Column A Price Per Ton (From Bid Proposal Form)	Column B Estimated Tonnage	Total Revenue Paid to the District Column A x Column B
Paper & Cardboard		150 Tons	\$
Plastic		25 Tons	\$
Aluminum		25 Tons	\$

TOTAL HIGHEST REVENUE PAID (Determine Apparent Highest Total Revenue Only) \$

BID PROPOSAL FORM -CONT'D

COMPANY INFORMATION

COMPANY NAME	Address		
	City	State	Zip Code
INSIDE CUSTOMER SERVICE REPRESENTATIVE	()	Telephone Number	
	()	Fax Number	
	Email Address		
OUTSIDE SALES REPRESENTATIVE	()	Telephone Number	
	()	Fax Number	
	Email Address		

Authorized Service & Repair Facility To Perform Any/All Repairs, Warranty & Non-Warranty Work, Service, Adjustments, Etc. Provide Below:

ADDRESS	CITY	STATE	ZIP CODE
()	()		
Telephone Number	Fax Number		

ANY ADDITIONAL INFORMATION, WARRANTY, EXCEPTIONS, COMMENTS, ETC.

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____

ATTENTION: VALUED VENDOR - VISA® E-PAYABLES

⇒ **HCSB PAYMENTS OF VENDOR INVOICES**

Vendors must already accept VISA® Credit Cards and an established Merchant Account with their Bank

*The information below has been made a part of this solicitation, in the hopes of enrolling your company in our **new** VISA® Purchasing Card® program for vendor invoice payments. Joining the program will allow us to settle your invoices using the VISA Purchasing Card for transactions where you would normally receive a paper check. Accepting our VISA card will improve your cash flow and eliminate costly paperwork. As of March 1st, the Finance Department will only process checks on the second and fourth Thursday of each month. Holiday exceptions may apply.*

By completing the requested information and submitting with your solicitation, your company is notifying the District you are willing to start accepting the VISA Purchasing Card for all payments. Acceptance of this payment process will allow us to communicate our card details for payment, directly to you using, a secure automated system.

*We are very excited to offer this opportunity to streamline our payments with your company. The Purchasing Department is looking forward to adding your organization to our **new** VISA card payment program.*

Thank you.

Jessica Baraket, Director of Purchasing

What is E-Payables - The District has adopted the use of PAVA, powered by Solvit Software, Inc., to process electronic payments to vendors. PAVA receives an invoice and purchase order details from Accounts Payable and then assigns a one-time use credit card number. This process allows the District to pay vendors via a credit card and turn around vendor payments in a shorter time frame than the current paper check you may now be receiving. Solvit Software personnel assist vendors in receiving their UserID and password, which ensures the vendor the ability to log into a secure server.

How Does E-Payables Work – After goods are delivered and/or services rendered, vendors submit invoices to the Accounts Payable Department or other designated department, the same as the vendor is currently processing. Once the invoice has been verified against the purchase order, delivery/packing list and invoice, the E-Payables process begins. The vendor will receive an email notification of the payment from the District. The vendor then logs into a secure site using their assigned UserID and password and an installed certificate to view the payment details. Each payment notification will include the card number, CVV2, expiration date, district address, payment amount and invoice and/or Purchase Order Number(s). At the time the vendor receives the email, the virtual credit card is authorized for the amount listed in the email. Once the vendor processes the charges, as authorized by the email, the virtual VISA® credit card (PAVA) is no longer available for use. When the next order and payment are provided, the vendor will receive a completely different and new card number, CVV2(3-digit security code) and expiration date.

What are the benefits/advantages to using E-Payables – Vendor receives a payment in seven (7) days. Forty-five (45) days sooner than the check process. Results include, at a minimum, a quicker cash flow for day-to-day operations, reduction of paper processing for making bank deposits and associated processes by employees, void the risk of lost or stolen checks and quickly reduce outstanding accounts receivable balances.

Already accept VISA® - For those vendors who already accept VISA® enrollment is simple. All the district requires to set you up:

- Accounts Receivable Contact Name;
- Telephone Number;
- Primary/Secondary Email Address.

Upon agreement, by providing the requested contact information below, a purchasing staff member will contact you, on behalf of the District, to assist you in receiving your UserID and password for access to the secure server. For assistance or to answer any questions you may have, please call the Purchasing Department, Carroll Bass, Purchasing Assistant @ 352-797-7060. The School Board Of Hernando County Florida looks forward to a successful working relationship with your company and the E-Payables VISA® credit card payment process.

Company Name: _____

Accounts Receivable Contact Name: _____ (Please Print) ()

Telephone Number

Primary Email Address: _____

Secondary Email Address _____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the items are completed and/or enclosed with your bid proposal packet.

Verified	Description of Submittal	Ref. Page No.
☐	Completed and signed Invitation to Bid Form	1
☐	Bid Proposal Forms	27-32
☐	Completed and signed Drug Free Workplace Certification Form (optional)	35
☐	Certificate of Insurance including evidence of workers compensation coverage (See Explanation On Page Referenced) <i>NOTE-It is the contractor's responsibility to see the district has on file current certificates and is NOT operating on expired certificates. Purchase Orders will not be issued to contractor's unless current certificates of insurance are on file.</i>	21
☐	Jessica Lunsford Act Compliance	3
☐	Legible photocopies of all applicable permits and licenses authorizing the Contractor to dispose of garbage and trash at the Hernando County Solid Waste Management facility. Permits shall include the categories of garbage and trash of which the company is permitted to dispose.	13
☐	Name, title, address and phone number of company contact responsible for this account	14
☐	List of Customer References	22
☐	The District is continuing to develop and implement electronic processes and systems, as we move towards a more cost effective, paperless work flow environment. Remember to include the VISA® E-Payables Information Sheet to sign-up and receive electronic payments.	33
	Remember To Direct Any/All Bid Questions Using The VendorBid Website. Utilizing This Site Will Guarantee Questions are documented And Answered Quickly And Promptly Electronically Or Responded To In The Form Of An Addendum	
	Remember To Check The VendorBid Website For Any Addenda That May Have Been Issued With Regards To This Bid www.vendorbid.net/hernando	
	Remember To Include A Valid Email Address Online To Properly Receive Any Notifications From The VendorBid System & On Invitation To Bid Form. Award Notification Letters Will ONLY Be Posted On VendorBid.	
	Completed Request for Taxpayer Identification Number and Certification Form W-9 (New Vendors Doing Business With The School District For The First Time, OR If Your Company Has Had A Change of Address, Name, Etc.) Please Remember To Upload A W9 To Your VendorBid Profile After Completing Registration.	

**Remember To Submit *Two (2) Complete Copies* Of The Bid
(1 Original & 1 Copy)**

**WHEN SUBMITTING YOUR SEALED BID REMEMBER TO CLEARLY MARK THE
OUTSIDE ENVELOPE WITH YOUR COMPANY NAME, BID TITLE AND BID
NUMBER**

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, 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 vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)