



Bay District Schools
Purchasing Department
1150 West 17th Street
Panama City, Florida 32405
850-767-4209

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT):

WEDNESDAY, MAY 11, 2022

ITB NO.:

22-09

RELEASE DATE :

April 20, 2022

POSTING DATE FOR AWARD
RECOMMENDATION;
(on or about) **May 25, 2022**

Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m. CT** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:

GARBAGE COLLECTION SERVICES

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **October 21, 2014**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

☐ Bid Bond

☐ Descriptive Literature

☐ Licenses

☐ Manufacturers Authorization

☒ References

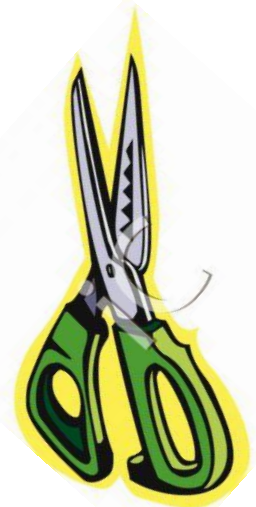
☐ Bidder Questionnaire

☐ Other

Note: If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

DELIVER TO:	BAY DISTRICT SCHOOLS PURCHASING DEPARTMENT 1150 WEST 17 TH STREET PANAMA CITY, FL 32405
SEALED BID DO NOT OPEN	
SEALED ITB NO:	Bid Request No. #22-09
ITB TITLE:	Garbage Collection Services
DUE DATE/TIME:	May 11, 2022 @ 2:00 PM CT
SUBMITTED BY:	_____ NAME OF COMPANY



SECTION 3, General Conditions

1. SEALED BID REQUIREMENTS: The "Bidder Acknowledgement Section" must be completed, signed and submitted with the bid, the Bid Sheet(s), and any other pages upon which information is required must be completed and submitted with the bid. The District reserves the right to reject any bid that fails to comply with these submittal requirements. It is the bidder's responsibility to assure that his bid is delivered at or before the appointed time and to the appropriate place of bid opening. THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS NOT SO DELIVERED. The completed bid must be submitted in a sealed envelope with the name and bid number clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department on or before the bid due date and time to be considered. Bids not meeting this requirement will be returned unopened to the bidder. All corrections must be initialed.

2. ADDENDUM: Any changes to bid specifications will be communicated in writing by the Purchasing Department. No change will be considered binding unless so provided.

3. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

4. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

5. COLLUSION: The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one bid from an individual, partnership, corporation, association, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be interested. Any or all bids will be rejected if there is any reason to believe that collusion exists among the Bidders.

6. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

7. PRICING QUOTED: Prices shall be firm, net of all discounts and in the units specified. All prices shall include delivery charges, FOB Destination (bidder pays and bears freight charges.) Award will be in accordance with the terms and conditions stated herein.

a) The District does not pay Federal Excise and State Taxes. The applicable exemption number is shown on the purchase order.

b) Bidders are expected to examine all specifications, delivery requirements, bid prices and extensions and all instructions. Failure to do so will be at bidder's risk.

8. AWARDS: In the best interest of the District, the District reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

9. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

10. RIGHT TO NEGOTIATE: The District reserves the right to negotiate modifications with the awarded Vendor as necessary to serve the best interest of the District. In formalizing an agreement, without a sealed bid, the District will reserve the right to negotiate with the vendor such as pricing, additions, deletions, changes or clarifications of the provisions of this agreement as they may be necessitated by law or circumstance.

11. PAYMENT: Payment will be made within 30 days of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt of goods or services by the ordering cost center. Invoices shall bear the purchase order number.

Assignment of payment: Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board.

12. ASSIGNMENT: Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the District Purchasing Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from the District.

13. EXTENSION: In addition to any extension options contained herein, the District is granted the right to extend any award resulting from this bid for the period of time necessary for the District to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the District's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

14. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

15. PROHIBITION OF GRATUITIES: By submission of a proposal, a vendor certifies that no employee of the District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

16. PROTEST OF SPECIFICATIONS OR BID: ITB specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section

120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17. INSURANCE: Bidder, by virtue of submitting a bid, affirms full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that Bay District Schools shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

18. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

19. CANCELLATION: In the event any of the provisions of this bid are violated by the contractor, the Purchasing Department shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the Superintendent for immediate cancellation.

20. TERMINATION: This contract award may be terminated with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, the District shall not be obligated to pay for any services beyond the effective date of termination.

21. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the District.

22. TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. In-county preference
2. Company receiving larger dollar award of the bid
3. Coin toss.

23. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders may be made via phone or fax for direct delivery and billing to the requesting work location. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the receipt/invoice submitted as part of the purchase delivery. District work locations may request that a

vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

24. NON-CONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in: a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award. b) All departments being advised not to do business with vendor

25. LOBBYING: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated Purchasing Department contact unless so notified otherwise by Purchasing Department contact. Any vendor or lobbyist who violates this provision may cause their bid to be considered non-responsive and therefore be ineligible for award.

26. FINGER PRINTING AND BACKGROUND CHECK: The vendor/contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on schools grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein. The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Safety & Security Department.

Where: Bay District Schools
520 School Avenue
Panama City FL 32401

When: Mon-Thurs, between the hours of 7:30am-4:00pm

Point of Contact: Mae McAdam @ 850-767-4347

27. FIREARMS & WEAPONS:

The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115.

28. UNAUTHORIZED PERSONNEL:

At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

29. LOCAL PREFERENCE IN PURCHASING:

- (a) Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, as follows:
1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within five percent (5%) of the overall lowest, non-local price.
 2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within three percent (3%) of the overall lowest, non-local price.
- (b) Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:
1. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
 2. A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
- (c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.
- (d) Certification. Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business.

Local Business definition. For the purposes of this section, "Local Business" shall mean:

1. has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposal by the District; and
2. Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

30. CONFIDENTIALITY: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this Bid Request which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If

proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

31. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or be a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.133) Proposer shall execute the attached form, **Attachment A**.

32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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.

33. DRUG-FREE WORKPLACE CERTIFICATION: In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. Proposer shall execute the attached form, **Attachment B**.

34. CONFLICT OF INTEREST DISCLOSURE: Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, **Attachment C**.

35. STATE CONTRACT REVIEW: Based on the guidance, and in accordance with F.S. 1010.04., if applicable, purchasing agreements and State term contracts available under F.S. 287.056 have been considered and reviewed by the Bay District Schools' Purchasing Department.

Initials: JD Date: 04/01/22

36. CITY GOVERNMENT FRANCHISING: The School Board is a local government unit with home rule powers to exclusively manage, control, operate, administer, and supervise its schools and facilities. Art. IX, § 4(b), Fla. Const.; § 1001.32, Fla. Stat. (2016); *see also* Fla. Att'y Gen. Op. 2003-40 (2003) ("This office, on many occasions, has recognized the home rule authority of school boards." (footnote omitted)). Even absent home rule powers, the School Board is given statutory duties and authorities related to the maintenance, upkeep, and handling sanitary hazards at school facilities. § 1001.42(11), Fla. Stat. (2016). The School Board's authority to contract for waste management services necessary to operate its facilities is superior to a city government's franchise agreements or waste management ordinances.

Purpose: The Bay District Schools desires to obtain bids from qualified individuals, firms and legal entities relative to supplying an optional source of management, supervision, labor, vehicles, equipment and materials required to perform garbage collection services for various facilities throughout District.

Intent: It is the intent of the Bay District Schools to portray to the general public, and District employees, that buildings and grounds are clean, safe, sanitary, and well maintained for the use, and enjoyment of all.

Point Of Contact: For information concerning procedures for responding to this bid, or information concerning the scope of services or requirements, contact **via email only**, Mrs. Jacqueline Dorman, Asst. Purchasing Agent, Bay District School Purchasing Department, @ dormajd@bay.k12.fl.us. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will be transmitted only by addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of his/her bid. The District will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying they have received all Bid Addenda. Addenda will be posted to the District Purchasing Department website, at the following address: <https://www.bay.k12.fl.us/bids>. It is the bidder's responsibility to check for addenda.

BID SPECIFICATIONS

1. Bid-Responses: Bidders shall submit **one original copy** of their bid, on 8½" x 11" plain white paper, signed by the bidders' contractually binding authority, and **one electronic copy**.

2. Bid Pricing: Bidders shall provide proposals on a flat rate, per service, per container, of various sizes and configuration for a full service contract to include all daily, weekly, summer, holiday and periodic services.

3. Bid-Evaluation Criteria: All bids will be evaluated based on the following: Bid Proposal submittal, conformity to bid specifications and scope of work; Response to request for information sections; Qualifications of Firm, Experience/Workmanship, References and total cost.

4. Bid-Rejection: The Bay District School Board reserves the right to waive formalities and to reject any and all bids or to accept any bid or combination of bids deemed to be in the Board's best interest and the decision of the Board will be final.

5. Definition: The word, contractor, vendor, bidder, agent, are, and shall be, equal to, have the same meaning, definition and intent.

BID QUALIFICATIONS & REFERENCES

1. Qualifications of Firm: The Contractor shall provide a detailed narrative which profiles your company's ability to provide, manage and supervise garbage collections service for various locations, within Bay District Schools, with said letter being a **mandatory requirement** in order to determine qualification of firm. The Contractor shall have the necessary qualifications, organization, experience, capital, and equipment for an educational/institutional contract of this size and type.

2. Experience, Workmanship References: The Contractor shall provide a minimum of three (3) references for each educational, institutional and commercial contract you have successfully completed or currently have under contract, within the last (5) five years. Each reference shall be at a minimum, equal to requirements and or scope of work specified herein. Each contract reference shall have minimum term limits of three (3) and maximum of five (5) years in length. Any reference not meeting these requirements shall not be taken into consideration.

References shall include the following:

- A. Agency name
- B. Address
- C. Point of contacts

- D. Job title
- E. Phone numbers
- F. E-mail addresses
- G. Starting & ending dates of contract terms
- H. Numbers of sites serviced

3. Cost: Bidders shall provide proposals on a flat rate, per service, per container, of various sizes and configuration for a full service contract to include all daily, weekly, summer, holiday and periodic services.

4. Award: The bid shall be considered and awarded to a single or multiple vendors, all or none and any other combination thereof, determined to be in the best interest of the District. In determining responsiveness, responsibility, best values and references, the following will apply:

A) Responsive Vendor - means a vendor that has submitted a bid, or proposal, or reply that conforms in all material respects to the solicitation. **FS: 287.012-26**

B) Responsible Vendor - means a vendor who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **FS: 287.012-24**

C) Best Value - means the highest overall value to the state based on objected factors that include, but are not limited to, price, quality, design and workmanship. **FS: 287.012-4**

D) Reference – is a statement about a person or company, qualifications, character and dependability.

E) The Bay District School Board reserves the right and authority to determine which bid (s) is in the best interest of the Board, or, is the best value.

5. Notice Of Award: A letter of award shall be sent to successful bidder requiring said bidder to accept the award per the terms and conditions of the bid by signing and returning a copy of the letter.

6. Time of Award and Service Start Date: It is anticipated the award will be made on or about May 25, 2022 with a start date of July 11, 2022.

7. Withdrawal: A Bidder may withdraw bid without prejudice no later than the day and hour set for the bid opening by communicating his/her purpose in writing to the District General Manager of Purchasing, Contracting and Materials Management. Withdrawn bids will be returned unopened.

8. Examination of Documents: Bidders shall be fully responsible to thoroughly examine the specifications and all other Document or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing schools, personnel, and other conditions relative to compliance with the specifications. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, or failure to fulfill in every detail the requirements of this documents as specified herein, will be accepted as a basis for varying the requirements of the District or the compensation of the Contractor.

9. Cost of Living Increase (CPI): Bay District Schools may consider request from the contractor for an annual cost of living increase. Requests for CPI may be considered, negotiated and made in comparison with and based upon the United States, Department of Labor, Bureau of Labor Statistics.

MANDATORY MINIMUM INSURANCE REQUIREMENTS

1. Within Seven (7) working days of notice of award and before doing any work, contractor(s) shall provide Certificates of Insurance evidencing that the following coverage's are in force. Policies shall remain in force for the duration of the contract period.

2. Worker's Compensation: Workers' Compensation shall be maintained as required by Florida Statutes, Chapter 440, and shall also include Employers' Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease \$500,000 policy limit; bodily injury by disease, \$100,000 per employee. No exemptions will be allowed.

3. Business Auto Policy: Contractor shall agree to maintain Business Auto-mobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

4. Commercial General Liability: Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability.

Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the District shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

5. Professional Liability: The Contractor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the District reserves the right, but not the obligation, to review and request a copy of Contractors most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, contractor shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

6. Public Liability Insurance: Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than \$1,000,000 per occurrence with a minimum of \$2,000,000 aggregate.

7. Additional Insured Requirements: Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Bay District Schools, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Bay District Schools, political subdivision of the State of Florida, its officers, employees and agents, with Contract number 02-35. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the District as to form and types of coverage. In the event that the statutory liability of the District is amended during the term of this

agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limit of liability of the District.

8. Waiver of Subrogation: Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy.

When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

9. Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

10. Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

11. Certificate(s) of Insurance: Immediately following notification of the award of this Agreement, Contractor shall agree to deliver to the District a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (15) day endeavor to notify due to cancellation or non-renewal of coverage.

12. Umbrella or Excess Liability: Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the District shall be endorsed as an "Additional Insured."

13. Right to Review: District, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECURITY

1. Identification Badge/Uniforms: While on district property, it is mandatory for all Contractor employees to wear uniforms and District Contractor Identification Badges. Uniforms shall be of a common color with company logo on upper chest of garment. Failure to comply with said requirement may result in the employees in question being restricted from working at any District Facility.

2. Unauthorized Personnel: At no time shall Contractor allow any people into the building or school grounds other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the school grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

3. Firearms & Weapons: The procession of any/all weapons, firearm and or any other device is strictly prohibited on any District properties as per **Florida Statutes # 790.115**

4. Grounds Security/Keys: The Contractor shall keep all areas secure during the performance of work and assure areas are re-locked at the end of service. The contractor shall be responsible for any keys lost by their employees (i.e. having new keys made or locks replaced).

CONTRACT TERMS & CONDITIONS

1. Agreement: The Board awarded bid document and the signed Notice of Award shall constitute the contract between the Contractor and the District. Any and all legal action necessary to enforce the terms and conditions of the contract will be held in Bay County, Florida, and the contract will be interpreted in accordance with the laws of the State of Florida.

2. Subletting/Assigning: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the District. Each Bidder shall list all subcontractors and the work provided by the suppliers with the bid submitted.

3. Terms: The initial term of this contract is three (3) years beginning from July 11, 2022 through June 30, 2025. Upon the mutual consent of the contractor and Bay District Schools, the contract may be extended annually for up to three (3) additional years. Although the Site and District Contract Manager has the right to discontinue, add, or change the areas being serviced **the contract is intended to be annual**. Should the District Contract Manager discontinue services the contractor would not be required to resume services at a later date unless it is agreeable to both parties.

4. Termination: The District reserves the right to terminate the contract with any or all contractors, with 30 days notice, at any time. Termination may be based on a matter of convenience, economic conditions and failure of the contractor to perform satisfactorily or any other reason the District may determine as justifiable. Either party can cancel the contract at the end of any contract year with 30-days written notice.

5. Additional Contractor: The District reserves the right to add contractors at any time throughout the life of the contract in order to maintain levels of services as specified herein, with the cost of any additional services being deducted from the current contractor monthly invoice.

6. Cooperative Purchasing Agreement: This contract may be expanded to include other governmental agencies. Contractor(s) may agree to allow other District sites as well as other public agencies, (city/county/federal agencies) the same service at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

CONTRACTOR RESPONSIBILITY

1. Permits: The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, statutes, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

2. Familiarity with Laws: The Contractor shall be familiar with all Federal, State and local laws, statutes, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

3. Indemnification: The Contractor agrees to protect, defend, reimburse, indemnify and hold the District, its agents, employees and elected officers free and harmless at all times from any and all claims, liability, expenses, losses, suits, costs, fines and damages by or damage in connection with contractor's performance under the contract. The contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

4. Damage to Property: The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for. In case of damage or emergency the contractor shall notify the District Contract Manager.

CONTRACTOR – SCOPE OF WORK

Supervision, Staffing, Equipment & Supplies:

1. The Contractor shall furnish its own office/warehouse, facilities, communications, management, supervision, labor, vehicles, materials, equipment and supplies to accomplish the work specified herein.
2. The Contractor shall keep all containers, regardless of size and configuration, operational, well maintained, and in good working order. They will be free of leaks, have no excessive odor, drains capped/plugged, with equipment being kept and properly placed in its assigned locations at site.
3. The Contractor shall not pack, compact, release trash, purge fluids or effluent of any type, from any containers, regardless of size or configuration, while providing services at any facilities within Bay District School. It shall be the sole responsibility of the contractor to provide all labor, equipment, materials, supplies and all associated cost for any site cleanup.
4. The Contractor shall provide sufficient staff to insure services areas provided in compliance with all requirements, conditions, and standards as specified herein.

CONTRACTOR – EMPLOYEES

1. Contractor shall be responsible for the supervision and direction of work performed by its employees, agents and/or subcontractors. Bay District Schools shall not exercise any control or supervision over Contractor's employees.
2. Contractor's employees shall refrain from the use of vulgarities while on school board property.
3. Employees of the Contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the District Contract Manager.
4. At no time shall any employee of the Contractor or a subcontractor be deemed an employee of Bay District Schools. The Contractor will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.
5. Bay District Schools retains the right to require the Contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of Bay District Schools in connection with Contractor's performance under the contract. Dismissed personnel are restricted from and shall not be allowed returning to any district site without the submission of a written request from the contractor asking for approval from the district for the employee(s) to return to service. The Contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the Contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

CONTRACTOR – SAFETY

1. **OSHA Compliance:** Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, the Florida Division of Safety and the Department of Education, whichever is applicable.
2. **Hazardous Conditions:** The Contractor shall report any hazardous conditions and items in need of repair to the District Contract Manager when discovered.

3. Safety Requirements: The Contractor shall be fully responsible for the controls, directions, labor, mode, and manner of doing the work as specified herein. All work is to be done by Contractor's employees and wholly at the risk of the Contractor. The Contractor will ensure safe performance of the work with particular attention to all OSHA safety requirements.

CONTRACTOR – AREAS & HOURS OF SERVICE

1. Hours of Service: The Contractor will normally commence service anytime from daylight to dusk each day. Contractor will be expected to work around, school start/ending times, bus loading/unloading, lunch hours, after care or any other school related function.

2. Schedule & Frequency of Services: All services shall be provided to Bay District Schools as specified on Bid Form, though additional pickups may be requested by District personnel.

3. Non-Service Dates: The Bay District Schools will not require services on the following day. However, service is required on or the day before school opening & closure dates to insure site is ready for use upon return of students and staff.

Martin Luther King Holiday

Memorial Day

Labor Day

Columbus Day*

Veterans Day

Presidents Day*

Good Friday*

Spring Break

Summer Break

Thanksgiving Break

Christmas/New Years Break

4. Start-up Meetings: After award has been made and approved by the board. A start up meeting will be held with the Contractor and the District to establish the time frame to start service, set schedules, site review, meet administrators, staff and District Contract Manager. All meetings will be scheduled at a mutually agreeable date and time for all parties.

5. 30-day Grace Period: After start up meetings have been completed, the district will extend a (30) thirty day grace period to the Contractor for the establishing of service schedules, work routines, review of equipment requirements, staffing levels, materials and supplies etc.

CONTRACTOR – INVOICING & PAYMENTS

Payment Terms: Invoices shall be for services rendered in the previous month as per General Conditions #10 on page one (1). All payments shall be made **less any deductions** for missed services.

SERVICE SCHEDULE – BID FORM

Attachment D is a list of the locations, type/number of containers and days serviced. All school location sites are serviced Monday through Friday and other District locations are serviced as indicated.

The District reserves the right to add/delete or change the container type for any location listed.

4 yd Dumpster – Cost per dump \$ _____

6 yd Dumpster – Cost per dump \$ _____

8 yd Dumpster – Cost per dump \$ _____

The District also utilizes rolloff containers on an “as-needed” basis. Proposed pricing is as follows:

10 yard rolloff container - \$ _____

20 yard rolloff container - \$ _____

30 yard rolloff container - \$ _____

Will you accept VISA as a form of payment? Circle one. Yes No

Is there an additional charge to use Visa? Circle one. Yes No

If so, what is it? _____

CLAIMING LOCAL PREFERENCE

_____ **5% Discount Requested**

Our business is requesting a 5% local preference based on the fact that our MAIN/HOME office is located in Bay County. It is located at:

_____.

_____ **3% Discount Requested**

Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

_____.

**ATTACHMENT A
PUBLIC ENTITY CRIMES STATEMENT:**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, **(name of individual signing)** affixed his/her signature in the space provided above on this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires:

Notary Stamp

ATTACHMENT B
DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

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 workplace 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 employees 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 an 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: _____

ATTACHMENT C CONFLICT OF INTEREST

CONFLICT OF INTEREST: Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this bid.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

**GARBAGE COLLECTION SERVICES
LOCATION/ADDRESS/CONTAINER INFO
ATTACHMENT D**

Cost Center	School/Dept.	Address	Container Info	Service Schedule
0551	Arnold High	550 Alf Coleman Rd-PCB	6 yd front load	5 days
0551	Arnold-Gavalak Stadium	550 Alf Coleman Rd-PCB	8 yd front load	5 days
0061	Bay High	1200 Harrison Ave-PC	6 yd & 8 yd front load	5 days
0081	Beach Elem	12900 Middle Bch Rd-PCB	4 yd & 8 yd front load	5 days
0541	Deane Bozeman School	13410 Hwy 77-Southport	6 yd & 8 yd front load	5 days
0571	Breakfast Point Acad.	601 N Richard Jackson Blvd-PCB	8 yd front load	5 days
0101	Callaway Elem	2826 E 15th St-PC	4 yd & 6 yd front load	5 days
0091	Cedar Grove Elem	1125 Cherry St-PC	6 yd & 8 yd front load	5 days
0111	Cherry St Elem	924 Bay Ave.-PC	8 yd front load	5 days
0461	Deer Point Elem	4800 Highway 2321-LH	8 yd front load	5 days
0481	Haney Vo-Tech	3016 Hwy 77-PC	4 yd & 6 yd front load	5 days
0151	Hiland Park Elem	2507 Baldwin Rd-PC	6 yd & 8 yd front load	5 days
0161	Jinks Middle	600 W 11th St-PC	4 yd & 6 yd front load	5 days
0131	Lucille Moore Elem	1900 Michigan Ave-PC	6 yd & 8 yd front load	5 days
0171	Lynn Haven Elem	301 W 9th St-LH	6 yd & 8 yd front load	5 days
0071	Merritt Brown Middle	5044 Merritt Brown Way-PC	6 yd front load	5 days
0281	MK Lewis School	203 N East Ave-PC	6 yd front load	5 days
0491	Mosley High	501 Mosley Dr-LH	4 yd & 6 yd front load	5 days
0331	Mowat Middle	1903 Hwy 390-LH	6 yd front load	5 days
0531	New Horizon Center	3200 Minnesota Ave-PC	6 yd front load	5 days
0471	Northside Elem	2001 Northside Dr-PC	6 yd & 8 yd front load	5 days
0211	Parker Elem	640 W 9th St-PC	4 yd & 6 yd front load	5 days
0521	Patronis Elem	7400 Patronis Dr-PCB	8 yd front load	5 days
0291	Patterson Academy	1025 Redwood Ave-PC	6 yd front load	5 days
0581	Rosenwald High	1310 E 11th St-PC	4 yd & 6 yd front load	5 days
0341	Rutherford High	1000 School Ave-PC	4 yd, 6 yd & 8 yd front load	5 days
9127	Shamplain Sports Com.	1202 School Ave-PC	6 yd front load	1x wk
0221	Southport Elem	1835 Bridge St-Southport	4 yd & 6 yd front load	5 days
0231	Safety & Security	520 School Ave-PC	6 yd front load	3x wk
0241	St Andrew School	2010 W 12th St-PC	6 yd front load	5 days
0201	Surfside Middle	300 Nautilus St-PCB	6 yd front load	5 days
9210	Tommy Oliver Stadium	440 East 13th St-PC 32505	6 yd front load	2x wk
0511	Tommy Smith Elem	5044 Tommy Smith Dr-PC	6 yd front load	5 days
0501	Tyndall Academy	7800 Tyndall Pkwy-TAFB	4 yd & 8 yd front load	5 days
0251	Waller Elem	11332 Hwy 388-Youngstown	6 yd front load	5 days
0262	West Bay Elem	14813 School Dr-PCB	6 yd front load	5 days

**GARBAGE COLLECTION SERVICES
LOCATION/ADDRES/CONTAINER INFO
ATTACHMENT D**

Cost Center	School/Dept.	Address	Container Info	Service Schedule
0611	Walsingham Academy	44 Chip Seal Pkwy-PCB	8 yd front load	5 days
9122	Student Services Ctr	1515 June Ave - PC	6 yd front load	2x wk
9100	Nelson Bldg	1311 Balboa Ave-PC 32401	8 yd front load	3x wk
9230	Maintenance	933 E Baldwin Rd-PC 32405	6 yd front load	2x wk
9240	Warehouse	1120 West 17th St-PC 32405	6 yd front load	2x wk
9260	Young Center	1150 West 17th St-PC 32405	6 yd front load	2x wk
9200	Transportation	1650 June Ave-PC 32405	4 yd & 8 yd front load	3x wk

PC=Panama City
PCB=Panama City Beach
LH=Lynn Haven
TAFB=Tyndall Air Force Base