

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PROGRESSIVE WASTE SOLUTIONS OF FL., INC.
(hereinafter referred to as "Progressive"),
whose principal place of business is
3840 NW 37 Court
Miami, Fl. 33142

WHEREAS, SBBC released an Invitation to Bid (ITB) #15-087T Refuse Services, on December 4, 2014 as amended by Addendum #1 released on December 18, 2014 (**Composite Attachment A**) which are incorporated by reference herein for the purpose of receiving bids for Refuse Services; and

WHEREAS, Progressive responded to said ITB on December 30, 2014 (**Attachment B**) for providing Refuse Services and was the primary awarded vendor under the ITB; and

WHEREAS, SBBC is desirous to obtain the refuse services for the school district's sites listed in the ITB.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on date of award and conclude on April 30, 2018. This contract may be renewed by mutual agreement between SBBC and Progressive for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period.

2.02 **Priority of Document.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1, then;
Third: ITB 15-087T Refuse Services, then;
Fourth: Response submitted to the ITB by Progressive.

2.03 **Cost of Services.** SBBC shall pay for services rendered under this Agreement a fixed monthly costs as indicated on the Bid Summary Sheet. **(Attachment B)**

2.04 **Price Adjustments.** Prices offered shall remain firm through April 30, 2017. A request for price adjustment may be submitted only at that time. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Solid Waste Collection, Commodity Code 2011, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change.

2.05 **Performance Standards.** For the first missed collection, Progressive shall provide SBBC with a \$100.00 credit to the location where the missed collection occurred; for the second missed collection, a \$200.00 credit will be provided to the location where the missed collection occurred. If there are three or more missed collections, a \$300.00 credit will be provide to the location where the missed collection occurred. If there are three or more missed collections throughout the District within a single month, the vendor may be defaulted. Written notice will be provided stating the deficiencies and corrected action, failure to correct deficiencies, a recommendation for default will be made to the School Board.

2.06 **SBBC's Responsibility.** SBBC represents and warrants that the materials placed in the Equipment shall be "Waste Material" as defined herein and shall contain no other substances. The term Waste Material as used in these Terms and Conditions shall mean solid waste generated by SBBC excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Progressive shall acquire title to the Waste Material when it is loaded into Progressive's trucks. Title to and liability for any waste excluded above shall remain with SBBC and SBBC expressly agrees to

defend, indemnify and hold harmless Progressive from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

a). SBBC acknowledges and agrees that all Equipment furnished hereunder by Progressive shall remain the property of Progressive unless Progressive fail to remove Equipment within twenty (20) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

b). SBBC acknowledges that it has care, custody and control of the Equipment while at the SBBC's location and accepts responsibility for all loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from Progressive's handling of the Equipment) and for its contents, SBBC agrees not to overload, by weight or volume, move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. SBBC agrees to indemnify, defend and hold harmless Progressive against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of SBBC's use, operation or possession of the Equipment.

c). SBBC shall provide unobstructed and reasonable access to the Equipment on the scheduled collection day. If the Equipment is inaccessible so that the regularly scheduled pick up cannot be made, Progressive will promptly notify the SBBC and afford the SBBC a reasonable opportunity to provide the required access; however, Progressive reserves the right to charge an additional fee for any additional collection service required by SBBC's failure to provide such access.

d). SBBC warrants that any right of way provided by SBBC for Progressive's Equipment location to the most convenient public way is sufficient to bear the weight of all Progressive's equipment and vehicles reasonably required to perform the service herein contracted. Progressive shall not be responsible for damage to any private pavement or accompanying subsurface of any route reasonable necessary to perform the services herein contracted and SBBC assumes all liabilities for damage to pavement or road surface.

2.07 **Inspection of Progressive's Records by SBBC.** Progressive shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Progressive's Records, directly related to the services performed under this agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Progressive pursuant to this Agreement; provided, however, nothing contained herein shall require Progressive to provide access to any of its confidential or proprietary information, including, but not limited to, its profit and loss statement.

(a) Progressive's Records Defined. For the purposes of this Agreement, the term "Progressive's Records" shall include, without any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Progressive's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Progressive pursuant to this Agreement; provided, however, once any period of the Agreement is audited, it may not be re-audited.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Progressive reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Progressive's facilities and to any and all records related to this Agreement, as provide herein, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Progressive to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Progressive's in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Progressive. If the audit discloses billings or charges to which Progressive is not contractually entitled, Progressive shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties. If an audit conducted in accordance with this Section discloses any undercharges to SBBC by Progressive, such amount undercharged shall be paid to Progressive by SBBC within 20 days of receipt of written demand.

(g) Inspection of Subcontractor's Records. Progressive shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Progressive to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Progressive pursuant to this Agreement and such excluded costs shall become the liability of Progressive.

(h) Inspector General Audits. Progressive shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Maintenance Operations
3810 NW 10 Avenue
Fort Lauderdale, Florida 33309

To Progressive: James Bowen
District Manager
3840 NW 37 Court
Miami, Florida 33142

2.09 **Background Screening:** Progressive agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Progressive or its personnel providing any services under the conditions described in the previous sentence. Progressive shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Progressive and its personnel. The parties agree that the failure of Progressive to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Progressive agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Progressive's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or wrongful act or omission, or its employees' acts of negligence or wrongful acts or omissions when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Progressive: Progressive agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, to the extent caused by the negligence or willful misconduct of Progressive or the negligence or willful misconduct of Progressive's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Progressive. SBBC or otherwise; provided, however, Progressive's indemnification obligations contained herein shall not apply to, and Progressive shall not be liable for any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand to the extent caused by the negligence or wrongful act or omissions of SBBC or any of its employees.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and

contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement until such property is picked up from SBBC's location during the required timeframe specified herein. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within twenty (20) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the party alleging default shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the notifying party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC within thirty (30) days of its discovery.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

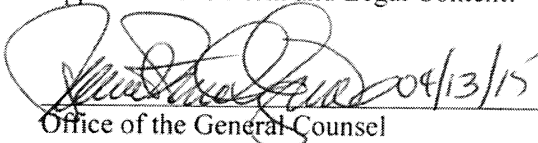
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROGRESSIVE

(Corporate Seal)

Progressive Waste Solutions of Florida, Inc.

ATTEST:

By *[Signature]*

_____, Secretary

-or-
Witness *[Signature]*
Witness *[Signature]*

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4th day of April, 2018 by James Bowen of Progressive Waste Solutions of Florida, Inc on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____ Type of Identification

My Commission Expires: 6/13/2017

[Signature]
Signature - Notary Public
Massiel Faxas-Rolon
Printed Name of Notary
FF-027550
Notary's Commission No.

(SEAL)



Exhibit: Attachment A



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

SCHOOL BOARD
DONNA P. KORN, *Chair*
DR. ROSALIND OSGOOD,
Vice Chair

December 4, 2014

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
ABBY M. FREEDMAN
PATRICIA GOOD LAURIE
RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid 15-87T, Refuse Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for refuse services. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0534 or via e-mail to kay.lloyd@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

- **NON-MANDATORY BIDDERS' CONFERENCE**
A Bidders' Conference will be held on Tuesday, **December 16, 2014, beginning at 9:00 a.m.** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to kay.lloyd@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Sincerely,

Purchasing Agent

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): December 30, 2014	ITB NO.: 15-087T	RELEASE DATE: December 4, 2014	PURCHASING AGENT: Kay Lloyd 754-321-0504
Bids must be submitted to Procurement and Warehousing Services and received on or before 2:00 p.m. ET 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: REFUSE 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. <input type="checkbox"/> 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 ITB, 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 offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. 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

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.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input type="checkbox"/> Descriptive Literature
Special Condition __ | <input type="checkbox"/> Licenses
Special Condition __ | <input type="checkbox"/> Material Safety Data Sheets
Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition __ | <input type="checkbox"/> References
Special Condition __ | <input type="checkbox"/> Bidder Questionnaire
Special Condition __ | <input type="checkbox"/> Other _____
Special Condition __ |
| <input type="checkbox"/> Bidder's Preference Statement
Special Condition __ | | | |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services on or before 2:00 p.m. ET on date due for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initiated by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications shall not be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of SBBC, the Board 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 when there are sound documented business reasons that serve the best interest of SBBC; 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 and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in 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 SBBC 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.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **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 School 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.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is **desirable** that all building materials, pressed boards and furniture supplied to the School Board also be **100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **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 Director, Procurement and Warehousing Services. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC 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 SBBC'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.
31. **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.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC 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 SBBC 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 SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

36. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on January 7, 2015 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

36. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC 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.

40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive."

- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

41. **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.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

43. **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 non-financial 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

- a) 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.
- 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.

44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

45. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

47. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

48. **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:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.l1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **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 will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or 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.
55. **NONCONFORMANCE 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:
- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.
57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC 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, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with the State of Florida Statutes 119.071 and 286.0113.

59. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC will request Awardee to meet the lower price offered by the third party supplier. Awardee will be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC will be released from its contractual obligation to purchase the item under this contract. No response to this request will indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, will not hold SBBC in default of contract. Each purchase will be considered separate and apart from each other.

60. **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:**

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on REFUSE SERVICES as specified herein. Prices quoted shall include pick-ups at various schools, departments and centers within Broward County, Florida. **One hard-copy bid and one identical electronic version of the bid, in Microsoft Word 6.0 or higher on CD/flash drive, must be submitted in time for bid opening.**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through February 28, 2018.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period stated in Special Condition 11, Price Adjustments. Services will be scheduled prior to contract start.. The award of this bid shall establish a contract from date of award, or as specified by the School Board.

3. **AWARD:**

In order to meet the needs of SBBC, Bid shall be awarded in its entirety to one primary and as many as two (2) lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in order to be considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest Bidders if: a) the lowest Awardee cannot comply with schedule requirements or specifications; b) the lowest Awardee is not in compliance with schedule requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services will negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

Hourly rates listed under "Additional Information" is for informational purposes only and is not part of the award process. Rates offered must be stated in the spaces provided on the Bid Summary Sheet. Rates offered must remain firm throughout the contract period.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Kay Lloyd, **Procurement and Warehousing Services, 754-321-0504 or e-mail at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Lloyd, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 11 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: _____

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6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each location and are not a guarantee. Actual quantities used throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price.
7. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. In the event that a site listed herein is deleted, the quoted cost for the services being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar sites and services.
8. **COMPANY REPRESENTATIVE:** Bidders should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who will make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and scheduling issues.
9. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
10. **INVOICES:** Monthly invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite their processing. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to:

**The School Board of Broward County Florida
Energy Conservation and Utility Management
3810 N. W. 10th Avenue
Fort Lauderdale, Florida 33309.**

All Invoices must include:

- A. Location Name and Number
- B. Dates of Service
- C. Location Address
- D. Receptacle Size(s)
- E. Monthly Invoice Amount

VENDOR NAME: _____

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SECTION 4, SPECIAL CONDITIONS (Continued)

11. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through February 28, 2017. A request for price adjustment may be submitted only at that time. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Solid Waste Collection, Commodity Code 2011, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
SBBC does agree to pay any increases in tipping fees at the county landfill or take advantage of any reduction in those fees, should that occur.
12. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid services, the lowest of these reduced prices will be extended to SBBC.
13. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
14. **RECEPTACLES:** The Awardee shall furnish receptacles in good repair. The Awardee, when requested by the Manager, Environmental Conservation/Utility Management or his designee, shall repair, replace, sanitize and repaint the containers furnished to SBBC as specified, within **seven (7) calendar days** of written notice at no additional cost to SBBC. Drain plugs shall also be replaced within seven (7) days of notification. The Awardee shall furnish any and all equipment, materials, supplies and all other labor and personnel necessary for the performance of its obligations under this contract. Design of all equipment is subject to the approval of the Manager, Environmental Conservation/Utility Management or his designee and must be replaced upon notification without additional cost to SBBC.
 - A. **EQUIPMENT DESCRIPTION:** All receptacles used for solid waste referenced in Group 1 on the Bid Summary Sheets, unless otherwise indicated, shall be provided by the Awardee at no additional cost. Bin receptacles shall be provided for SBBC use in the cubic yard capacities as indicated on the Bid Summary Sheets. Receptacles shall be bin-type units, steel or plastic lift-up lids, **NO SIDE DOORS**, unless specifically requested for 8 cu. yd. units fitted for automatic loading, on casters where necessary, for chute operations. (Receptacles not on casters must have a **6" – 12" clearance** from ground to bottom of bin for easy cleaning underneath.)
 - B. **TWO AND THREE YARD CONTAINERS:** It will be necessary for the Awardee to supply the two (2) and three (3) yard containers to hold compacted refuse at a ratio of approximately 4:1. These containers are designed for front-end loading. **THESE UNITS ARE IDENTIFIED ON THE BID SUMMARY SHEET BY A SINGLE ASTERISK (*) NEXT TO THE CONTAINER SIZE.**

VENDOR NAME: _____
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SECTION 4, SPECIAL CONDITIONS (Continued)

15. **APPLICABLE LAW:** Awardee shall be in full compliance with any and all local, state or federal ordinances, codes, statutes, license requirements and/or applicable law(s) during the execution of the requirements of the terms, conditions, specifications and scope of work of this Invitation to Bid and resulting contract. All necessary compliance with applicable law must be in effect prior to submittal of bid. SBBC reserves the right to request copies of any certificates and/or licenses, and/or other documentation verifying compliance with applicable law.
16. **EXCLUSIVE MUNICIPAL FRANCHISES:** It is the intention of SBBC to solicit bids for non-franchised locations and those with multiple franchises ONLY. If sole-hauler franchised location(s) have been inadvertently included in this Invitation to Bid, they will be removed and will not be considered in the award of bid. If an award of bid is made inadvertently for a sole-hauler franchised location, the award will be rescinded. The trash hauling and disposal at these franchised locations will be handled by the current franchised hauler.
17. **PRICING - ALL INCLUSIVE COST, GROUP 1, ITEMS 1 – 60:** Bidder shall submit fixed monthly costs where indicated on the Bid Summary Sheets for each location based on 4.33 weeks per month. (This number is derived by dividing 52 weeks by 12 months.) Monthly costs stated shall be an all-inclusive cost for providing receptacles, refuse removal and disposal, including, but not limited to, all necessary labor, services, material, equipment, taxes, tariffs, franchise fees, maintenance and applicable fees. Pricing shall be based on the landfill (tipping fee) rates recommended by the Broward County Resource Recovery Board.
18. **MONTHLY MAINTENANCE CHARGES:** SBBC will not pay monthly maintenance charges.
19. **BIDDERS' QUALIFICATIONS:** Prior to contract start, Awardee must submit a copy of a current Business Tax Receipt (formerly Occupational License) issued by Broward County or the cities in which the refuse services are to be performed. Failure to provide will result in disqualification.
20. **REFUSE COMPOSITION:** The refuse generated by SBBC may include food remains, landscape debris, some recovered materials and many miscellaneous items. For the purposes of this ITB, the refuse being generated will include at least 10% solid waste.
21. **EMERGENCY SITUATIONS:** In the event of an extreme weather event or some other emergency situation, it may be necessary for the Awardee to provide the labor necessary to remove **solid waste** as needed, in addition to providing refuse receptacles. Because SBBC provides hurricane shelters at various locations, it will be necessary for the Awardee to dedicate four (4) trucks and sufficient staff to remove debris from these sites after a storm or emergency situation. **Also, additional receptacles will need to be provided for all schools designated as shelters. Currently SBBC operates 12 shelters located throughout Broward County. See Attachment A for a list of shelter locations.**

VENDOR NAME: _____
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SECTION 4, SPECIAL CONDITIONS (Continued)

22. SMALL IN-HOUSE COMPACTION UNITS (approximately two yards):

The following schools have in-house compaction units which will need to be provided by the Awardee. Waste is compacted at an approximate ratio of 3:1.

Collins Elementary
Oakridge Elementary
Sheridan Hills Elementary

23. **QUESTIONS REGARDING THIS BID:** All questions are to be submitted in writing and must be received in the Procurement and Warehousing Services Department no later than NOON ON DECEMBER 17, 2014.

24. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 4, and submit with their bid.

VENDOR NAME: _____
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SECTION 5, BID SUMMARY SHEET

GROUP 1:

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
1) Apollo Middle - 1791 6800 Arthur Street Hollywood	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	8	5x	\$ _____	= \$ _____
TOTAL BID ITEM 1 (A & B inclusive)						
2) Attucks Middle - 0343 2500 N. 22 Avenue Hollywood	A.	1	8	5x	\$ _____	= \$ _____
	B.	1	2**	5x	\$ _____	= \$ _____
TOTAL BID ITEM 2 (A & B inclusive)						
3) Beachside Montessori Village 2041 2230 Lincoln St. Hollywood	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 3 (A & B inclusive)						
4) Bethune Elem - 0341 2400 Meade Street Hollywood	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	2	3x	\$ _____	= \$ _____
	C.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 4 (A - C inclusive)						
5) Boulevard Hts Elem - 0971 7201 Johnson Street Hollywood	A.	1	8	5x	\$ _____	= \$ _____
	B.	1	2**	5x	\$ _____	= \$ _____
TOTAL BID ITEM 5 (A & B inclusive)						
6) Colbert Elem - 0231 2701 Plunkett Street Hollywood	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 6 (A & B inclusive)						
7) Driftwood Middle -0861 2751 NW 68 Avenue Hollywood	A.	1	3**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
	C.	1	6	5x	\$ _____	= \$ _____
	D.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 7 (A - D inclusive)						

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
8) Hollywood Central Elem 0121 1700 Monroe Street Hollywood	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 8 (A & B inclusive)						
9) Hollywood Hills Elem 0111 3501 Taft Street Hollywood	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 9 (A & B inclusive)						
10) Hollywood Hills High 1661 5400 Stirling Road Hollywood	A.	1	8	5x	\$ _____	\$ _____ = \$ _____
	B.	1	4	5x	\$ _____	\$ _____ = \$ _____
	C.	1	8	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 10 (A - C inclusive)						
11) Hollywood Park Elem 1761 901 North 68 Way Hollywood	A.	1	2**	5x	\$ _____	\$ _____ = \$ _____
	B.	1	4	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 11 (A & B inclusive)						
12) McArthur High - 0241 6501 Hollywood Blvd Hollywood	A.	1	2**	5x	\$ _____	\$ _____ = \$ _____
	B.	1	6	5x	\$ _____	\$ _____ = \$ _____
	C.	1	6	5x	\$ _____	\$ _____ = \$ _____
	D.	1	4	3x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 12 (A - D inclusive)						
13) McNicol Middle - 0481 1411 South 28 Avenue Hollywood	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 13 (A & B inclusive)						
14) Oakridge Elem - 0461 1507 North 28 Avenue Hollywood	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2*	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 14 (A & B inclusive)						
15) Orange Brook Elem 0711 715 South 46 Avenue Hollywood	A.	1	2**	5x	\$ _____	\$ _____ = \$ _____
	B.	1	4	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 15 (A & B inclusive)						

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
16) Sheridan Hills Elem 1811 5001 Thomas Street Hollywood	A. 1	4***	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 16.....						
17) Sheridan Park Elem 1321 2310 North 70 Terrace Hollywood	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 17 (A & B inclusive).....						
18) Sheridan Technical - 1051 5400 W. Sheridan Street Hollywood	A. 1	8	5x	\$ _____	\$ _____	= \$ _____
	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 18 (A & B inclusive).....						
19) South Broward High 0171 1901 N. Federal Highway Hollywood	A. 1	8	5x	\$ _____	\$ _____	= \$ _____
	B. 1	8	5x	\$ _____	\$ _____	= \$ _____
	C. 1	8	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 19 (A - C inclusive).....						
20) Stirling Elem - 0681 5500 Stirling Road Hollywood	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 20 (A & B inclusive).....						
21) The Quest Center - 1021 6401 Charleston St Hollywood	A. 1	8	3x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 21.....						
22) West Hollywood Elem 0161 6301 Hollywood Blvd. Hollywood	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 22 (A & B inclusive).....						
23) Arthur Ashe Middle - 4702 1702 NW 23 rd Avenue Ft. Lauderdale	A. 1	6	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 23.....						

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
24) Bayview Elem - 0641 1175 Middle River Drive Ft. Lauderdale	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 24 (A & B inclusive)						
25) Bennett Elementary 0201 1755 NE 14 Street Ft. Lauderdale	A.	1	3	5x	\$ _____	\$ _____ = \$ _____
	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 25 (A & B inclusive)						
26) Community School North 9327 1619 NE 4 Avenue Ft. Lauderdale		1	4	3x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 26						
27) Croissant Park Elem 0221 1800 SW 4 Avenue Ft. Lauderdale	A.	1	2**	5x	\$ _____	\$ _____ = \$ _____
	B.	1	6	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 27 (A & B inclusive)						
28) Dandy, W Middle 1071 2400 NW 26 St Ft. Lauderdale	A.	1	2**	3x	\$ _____	\$ _____ = \$ _____
	B.	1	6	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 28 (A & B inclusive)						
29) Dillard Elem 0271 2330 NW 12 Ct Ft. Lauderdale	A.	1	2**	5x	\$ _____	\$ _____ = \$ _____
	B.	1	6	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 29 (A & B inclusive)						
30) Dillard High - 0371 2501 NW 11 St Ft. Lauderdale	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
	B.	1	3	2x	\$ _____	\$ _____ = \$ _____
	C.	1	8	5x	\$ _____	\$ _____ = \$ _____
	D.	1	8	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 30 (A - D inclusive)						
31) Edgewood Admin 3941/3951 1300 SW 32 Ct Ft. Lauderdale		1	4	3x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 31						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
32) Floranada Elementary 0851	A	1	2**	5x	\$ _____	\$ _____ = \$ _____
5251 NE 14 Way Ft. Lauderdale	B.	1	2	3x	\$ _____	\$ _____ = \$ _____
	C.	1	4	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 33 (A & B inclusive)						
33) Ft. Laud. High 0951	A.	1	8	5x	\$ _____	\$ _____ = \$ _____
1600 NE 4 Ave Ft. Lauderdale	B.	1	8	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 33 (A & B inclusive)						
34) Harbordale Elem - 0491	A.	1	3	5x	\$ _____	\$ _____ = \$ _____
900 SE 15 Street Ft. Lauderdale	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 34 (A & B inclusive)						
35) K.C. Wright Admin. 9328	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
600 SE 3 Avenue Ft. Lauderdale						
TOTAL BID ITEM 35						
36) Lauderdale Manors Elem	A.	1	6	3x	\$ _____	\$ _____ = \$ _____
0431 1400 NW 14 Court Ft. Lauderdale						
TOTAL BID ITEM 36						
37) Meadowbrook Elem	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
0761 2300 SW 46 Ave Ft. Lauderdale	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 37 (A & B inclusive)						
38) New River Middle	A.	1	2	3x	\$ _____	\$ _____ = \$ _____
0881 3100 Riverland Road	B.	1	8	5x	\$ _____	\$ _____ = \$ _____
Ft. Lauderdale	C.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 38 (A - C inclusive)						
39) North Area Maintenance	A.	1	4	2x	\$ _____	\$ _____ = \$ _____
9360 6501 NW 15 th Avenue Ft. Lauderdale						
TOTAL BID ITEM 39						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/l/s

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
40) North Fork Elem - 1191 101 NW 15 Avenue Ft. Lauderdale	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 40 (A & B inclusive)						
41) North Side Elem - 0041 120 NE 11 Street Ft. Lauderdale	A.	1	6	5x	\$ _____	= \$ _____
	B.	1	2**	5x	\$ _____	= \$ _____
TOTAL BID ITEM 41 (A & B inclusive)						
42) Old Dillard Museum 0371 1009 NW 4 St Ft. Lauderdale	A.	1	6	5x	\$ _____	= \$ _____
TOTAL BID ITEM 42						
43) Pine Ridge Ed Center 0653 1251 SW 42 Ave	A.	1	6	3x	\$ _____	= \$ _____
TOTAL BID ITEM 43						
44) Riverland Elem - 0151 2600 SW 11 Court Ft. Lauderdale	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 44 (A & B inclusive)						
45) Rock Island Elem 3701 2350 NW 19 Street Ft. Lauderdale	A.	1	2**	5x	\$ _____	= \$ _____
	B.	1	4	5x	\$ _____	= \$ _____
TOTAL BID ITEM 45 (A & B inclusive)						
46) Seagull Center - 0601 425 SW 28 th Street Ft. Lauderdale	A.	1	6	3x	\$ _____	= \$ _____
TOTAL BID ITEM 46						
47) Stephen Foster Elem 0921 3471 SW 22 St Ft. Lauderdale	A.	1	6***	5x	\$ _____	= \$ _____
TOTAL BID ITEM 47						

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
48) Stranahan High	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
0211	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
1800 SW 5 Place	C. 1	6	5x	\$ _____	\$ _____	= \$ _____
Ft. Lauderdale	D. 1	3	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 48 (A - D inclusive).....						
49) Sunland Park Elem	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
0611	B. 1	3	5x	\$ _____	\$ _____	= \$ _____
919 NW 13 Avenue						
Ft. Lauderdale						
TOTAL BID ITEM 49 (A & B inclusive).....						
50) Sunrise Middle - 0251	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
1750 NE 14 Street	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
Ft. Lauderdale						
TOTAL BID ITEM 50 (A & B inclusive).....						
51) Sunset School - 0422	A. 1	6	2x	\$ _____	\$ _____	= \$ _____
3775 SW 16 Street						
Ft. Lauderdale						
TOTAL BID ITEM 51.....						
52) Thurgood Marshall	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
3291	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
800 NW 13 St						
Ft. Lauderdale						
TOTAL BID ITEM 52 (A & B inclusive).....						
53) Walker Elem - 0321	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
1001 NW 4 Street	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
Ft. Lauderdale						
TOTAL BID ITEM 53 (A & B inclusive).....						
54) Westwood Heights Elem	A. 1	4	5x	\$ _____	\$ _____	= \$ _____
0631	B. 1	2**	5x	\$ _____	\$ _____	= \$ _____
2861 SW 9 Street						
Ft. Lauderdale						
TOTAL BID ITEM 54 (A & B inclusive).....						
55) Whiddon-Rogers Adult						
0452	A. 1	6	5x	\$ _____	\$ _____	= \$ _____
700 SW 26 th Street	B. 1	2	5x	\$ _____	\$ _____	= \$ _____
Ft. Lauderdale						
TOTAL BID ITEM 55 (A & B inclusive).....						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/Is

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
56) Virginia S Young Elem 3321 1050 NW 2 Street Dania	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 56 (A & B inclusive).....						
57) Collins Elem - 0331 1050 NW 2 Street Dania	A. 1	6***	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 57						
58) Dania Elem - 0101 300 SE 2 Avenue Dania	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 58 (A & B inclusive)						
59) Olsen Middle - 0471 330 SE 11 Terrace Dania	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	8	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 59 (A & B inclusive)						
60) Olsen Middle Annex 0471 1301 SE 2nd Avenue Dania	A 1	8	3x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 60						
MONTHLY TOTAL, BID ITEMS 1-60\$ _____						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5. BID SUMMARY SHEET (Continued)

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 8)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

LOCAL SERVICE CENTER:

Service Center Name

Street Address

City, State and Zip

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____
KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

ADDITIONAL INFORMATION

(Additional Information will not be used in determining award of bid.)

1. Provide pricing to supply the following in an emergency situation. (Special Condition 21)
 - A. Labor for debris removal or related (per person) \$ _____ /hr. per person
 - B. Truck plus driver to remove material from site \$ _____ /per hour

VENDOR NAME: _____
KL/ls

SECTION 6, BID SPECIFICATIONS

SOLID WASTE UNITS:

- A. **CHANGES IN SERVICE:** Any changes in services required by schools beyond the listed contracted requirements shall have prior written approval by the Manager, Energy Conservation and Utility Management Department or designee. During the contract period, as requirements change, SBBC may make changes as necessary by notifying the Awardee(s) in writing. Changes may include location, increase or decrease in number and/or size of containers and the frequency of pick-ups. **There will be a reduction in the service required at schools closed during the summer vacation months.** Any request made by schools for changes in service **MUST BE APPROVED BY the Manager, Environmental Conservation/Utility Management or his designee.**

NON-SERVICE DAYS: SBBC facilities are closed for certain holidays and breaks during the school year. The Awardee will be notified of these holidays and breaks and reduced pick-ups will be required during these times. The Awardee shall provide garbage and trash disposal service for all days as designated by SBBC. Credit shall be given for non-service days.

Select summer school programs may be part of the schedule. For information only, SBBC usually approves this summer school schedule during the months of April or May. Schools are normally closed an estimated five days during Spring Break and an estimated 7-10 days during winter break. The SBBC Energy Conservation and Utility Management Department will notify the Awardee approximately 15 days in advance of the exact non-service days to ensure proper credit.

- B. **MISSED COLLECTIONS:** In the event that individual containers are missed during the regular collection route, the Awardee shall have all solid waste collected from the missed containers within **four (4) hours** after notification. If the Awardee fails to collect the waste from the missed containers within **four (4) hours of notice** (except in case of extreme emergencies) or otherwise fails to comply with any of the terms and conditions of this contract, SBBC may, with its own personnel or other services, have the solid waste collected or otherwise perform specified services and charge the cost of performance, including overhead, to the Awardee. If there are three or more missed collections within a single month, the Awardee may be defaulted. Missed pick-ups are unacceptable and will not be tolerated. Awardee may need to have back-up equipment and drivers to ensure that SBBC pick-ups are made as scheduled.

C. **PICK-UP SCHEDULING:**

1. Using the timeframes outlined in Bid Specification C3, the Awardee shall prepare and deliver to the SBBC Manager, Energy Conservation and Utility Management Department, a schedule showing the time and day that pick-ups will be made at each school prior to commencement of services. This schedule shall be maintained by the Awardee **within mutually agreed-upon time frames.**
2. The Awardee shall handle the trash collections in such a manner as not to cause traffic hazards, inconvenience or logistical problems to businesses or residents in the pick-up area.

VENDOR NAME: _____

KL/ls

SECTION 6. BID SPECIFICATIONS (Continued)

SOLID WASTE UNITS (Continued):

C. **PICK-UP SCHEDULING (Continued):**

3. It is preferred that the pick-ups occur after lunch period, Tuesday through Friday, for all locations (except for the Twin Lakes Facility where the hours of service shall be 7:00 a.m. to 3:00 p.m.) unless agreements are made for other schedules at specific facilities. It is helpful to have the trash removed after the school lunch period unless alternate arrangements have been made with site personnel.
4. There are times when lack of access to a dumpster may occur. This could include locked gates, vehicles blocking the area, etc. When this occurs, it will be necessary for the driver to call the school WHILE ON SITE to arrange for access. A phone listing for all locations will be provided to the Awardee. SBBC will not pay for missed pick-ups.

D. **DISASTER ASSISTANCE:**

1. In the event of a disaster affecting most or all of Broward County, the Awardee will be required to haul trash and debris within 24 hours **after the all-clear has been given** in order to avoid health and safety hazards. SBBC maintains twelve (12) Regional Hurricane Shelters within Broward County. (See Attachment A.) It will be necessary to pick up trash from these areas as well.

VENDOR NAME: _____
KL/ls

SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

VENDOR NAME: _____
KL/ls

**SECTION 7, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

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: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

VENDOR NAME: _____
KL/ls

SECTION 7, ATTACHMENT 3

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: 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.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(**Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

The School Board of Broward County, Florida

VENDOR NAME: _____

KL/ls

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requestor the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requestor,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requestor that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requestor that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requestor of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requestor, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

VENDOR NAME: _____
KL/ls

Form W-9 (Rev. 8-2013)

Page **3**

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(a)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4047

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(b)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4047(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(b) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3677).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requestor before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requestor.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requestor, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

VENDOR NAME: _____
 KL/Is



SECTION 7, ATTACHMENT 5

The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____
VENDOR AREA: _____
Remittance Confirmation: _____
(please select one) _____
Federal Identification No. _____
Vendor _____

Checking Savings
Fax Email
TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____
Centralized Email _____ Dept. _____
Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ Date: _____

Authorized Signature
(Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: _____
KL/ls

SECTION 8, STATEMENT OF "NO BID"

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

<input checked="" type="checkbox"/>	Reasons for "NO Bid":
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____
KL/Is

ATTACHMENT A

Hurricane Evacuation Map

Hurricane Evacuation Map ATTACHMENT A


American Red Cross Regional Hurricane Shelters

- 1) **Lyons Creek Middle School**
4333 Sol Press Blvd., Coconut Creek 33073
- 2) **Coral Glades High School**
2700 Sportsplex Dr, Coral Springs 33065
- 3) **Monarch High School**
5050 Willes Road, Coconut Creek 33073
- 4) **Pompano Beach Institute of International Studies High School**
1400 NE 6th St., Pompano Beach 33060
- 5) **Park Lakes Elementary School**
3925 N State Road 7, Lauderdale Lakes 33319
- 6) **Rock Island Elementary/Arthur Ashe Middle School**
1701 NW 23rd Ave., Fort Lauderdale 33311
- 7) **Plantation Elementary School**
651 NW 42nd Ave., Plantation 33317
- 8) **Fox Trail Elementary School**
1250 Nob Hill Road, Davie 33324
- 9) **Falcon Cove Middle School**
4251 Bonaventure Blvd., Weston 33332
- 10) **Silver Trail Middle School**
18300 Sheridan St., Pembroke Pines 33331
- 11) **New Renaissance Middle School**
10701 Miramar Blvd., Miramar 33025
- 12) **Watkins Elementary School**
3520 SW 52nd Ave., Pembroke Park 33023

Broward Emergency Me

201 N. W. 84th Avenue, Plantation, FL 33024
Telephone: 954-831-3900

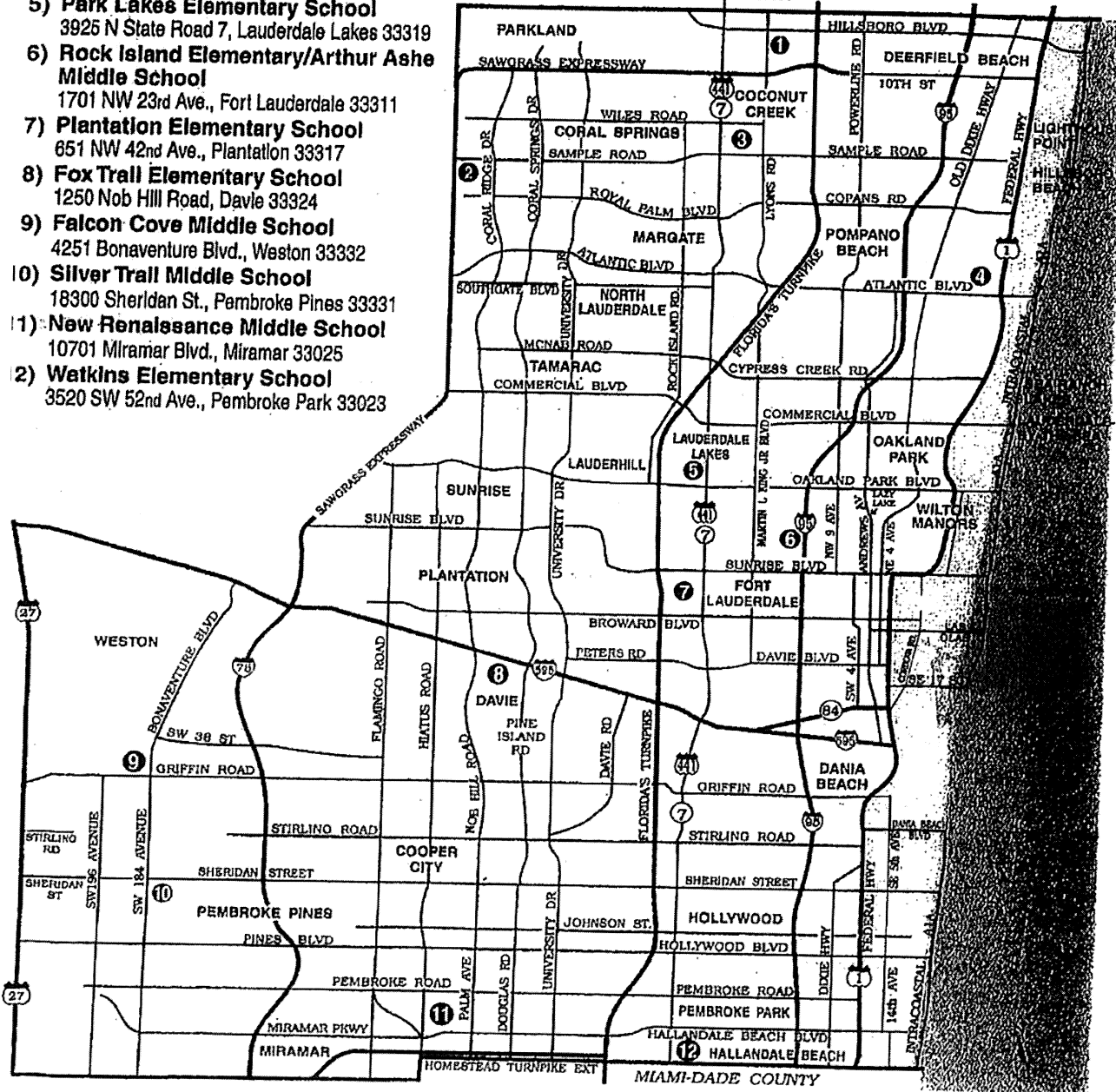
Broward County Hurricane Hotline: 954-831-4000

 **PLAN A** Typically a Category 1-2 hurricane.

 **PLAN B** Typically a Category 3 or higher hurricane.

Those persons located in low lying areas or beside tidal bodies of water should seek shelter elsewhere if conditions warrant. ALL mobile home residents must evacuate in PLAN A and PLAN B. In addition, mobile home residents may be ordered to evacuate if tropical storm conditions warrant.

PALM BEACH COUNTY



BID 15-087T, ADDENDUM 1
Refuse Services

DECEMBER 18, 2014

ADDENDUM NO. 1
BID No. 15-087T
REFUSE SERVICES

CALLED FOR 2:00 P.M. ET, DECEMBER 30, 2014

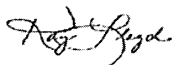
TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

1. Response to Questions.
2. **Delete** Page 8 of 34 Pages
Insert Page 8 **REVISED-** of 34 Pages
3. **Delete** Page 10 of 34 Pages
Insert Page 10- **REVISED-** of 34 Pages
4. **Delete** Page 11 of 34 Pages
Insert Page 11- **REVISED-** of 34 Pages
5. **Delete** Page 12 of 34 Pages
Insert Page 12- **REVISED-** of 34 Pages
6. **Delete** Page 14 of 34 Pages
Insert Page 14- **REVISED-** of 34 Pages
7. **Delete** Page 17 of 34 Pages
Insert Page 17- **REVISED-** of 34 Pages
8. **Delete** Page 22 of 34 Pages
Insert Page 22- **REVISED-** of 34 Pages
9. **Delete** Page 23 of 34 Pages
Insert Page 23- **REVISED-** of 34 Pages
10. **Delete** Page 24 of 34 Pages
Insert Page 24- **REVISED-** of 34 Pages
11. **Insert** Attachment 1

This Addendum contains responses to questions which have been posed as well as changes to the pages as noted above. By virtue of signing the "Invitation To Bid Form", Page 1 of Bid 15-087T, Bidder certifies acceptance of this Addendum.

Best regards,



Kay Lloyd, C.P.M.
Purchasing Agent

BID 15-087T, ADDENDUM 1
Refuse Services

➤ **QUESTION #1:**

Can we get a copy of the current contract for the refuse services?

ANSWER TO QUESTION #1:

Yes. Information from our current bid is on our website. Go to: www.browardschools.com. Click on: About Us. Choose Departments. Go to Procurement and Warehousing Services. Click on District Contracts, then Contract Listing. All contracts are listed in alpha order.

➤ **QUESTION #2:**

For Section 7, Attachment 1. Would it be OK to give you a list of our employees to verify if any are employed with SBBC?

ANSWER TO QUESTION #2:

No. It is the Bidders' responsibility to determine this information.

➤ **QUESTION #3:**

For Section 4, #22. Can you please verify the sizes and the schools for the in-house compaction units? They don't match up on the Bid Summary Sheet.

ANSWER TO QUESTION #3:

We have revised this section. Oakridge Elementary does have a 2 CY compaction unit which SBBC owns. Collins, Sheridan Hills and Stephen Foster Elementaries generate compacted waste which they put in their regular dumpster units with other waste.

➤ **QUESTION #4:**

For Section 4, #22. With these in-house compaction units, are they vertical or horizontal compaction units?

ANSWER TO QUESTION #4:

SBBC owns the unit at Oakridge. A photograph has been provided as Attachment 1 to this Addendum.

➤ **QUESTION #5:**

For the 3 compaction units the Awardee provides, do we need to include rentals on the summary sheet under monthly cost for each of the 3 schools that have them or is there another area or sheet to provide rental rates on the equipment?

ANSWER TO QUESTION #5:

See the answer to Question #4.

➤ **QUESTION #6:**

Page 1 of Invitation to Bid page. On the bottom where it says Section 2 Submittal Requirements, can you clarify and provide more information on the items we are required to submit? E.g., what references do we need to provide and the # of references, the Bidder Questionnaire, bid bond, etc.?

ANSWER TO QUESTION #6:

The directions indicate that you need to provide the submittals indicated by the "X" below. None of the boxes are checked. No submittals are required with the bid.

BID 15-087T, ADDENDUM 1
Refuse Services

➤ **QUESTION #7:**

Can we provide the bid on a flash drive in PDF?

ANSWER TO QUESTION #7:

The Bid asks for a hard copy to be delivered to SBBC and an identical electronic version in Microsoft Word 6.0 or higher on DC/diskette/flash drive. A PDF version is acceptable. See Revised Page 8, Item 1.

➤ **QUESTION #8:**

Will keys be given to schools with locked gates?

ANSWER TO QUESTION #8:

Yes.

➤ **QUESTION #9:**

Will your office be open to accept bids on Monday and Tuesday, December 22nd and 23rd, 2014?

ANSWER TO QUESTION #9:

Yes. I will be here on Monday and Tuesday of both weeks, 12/22 and 23 and 12/29 and 30 from 8:00 a.m. until 4:30 p.m. If, for some reason, the security guard is not present on the first floor, please call me at: **954-328-8870**. Otherwise, please come up to the 3rd floor, Suite 323 and I or another member of the Procurement staff will accept your bid.

➤ **QUESTION #10:**

Page 12, Section 22, Small in-house compaction units. Will SBBC verify that the three compactors mentioned in this paragraph, (Collins Elementary, Oakridge Elementary, Sheridan Elementary) need not be supplied by the hauler/proposer? At the pre-bid meeting the attendees were told that no compactors needed to be provided by the proposer at these locations.

ANSWER TO QUESTION #10:

That is correct. No compactors need to be provided by the Awardee at these locations.

➤ **QUESTION #11:**

SBBC is requiring that the Bidder submit a hard copy and an electronic copy of the bid in Microsoft Word 6.0 or higher. The bid document provided by SBBC on DemandStar is a PDF version and not a Microsoft Word version. Is SBBC asking the proposer to convert/modify the PDF version to a Microsoft version for submission?

ANSWER TO QUESTION #11:

See the response to Question 7.

➤ **QUESTION #12:**

Page 8 of 34, Section 1: Will the School Board accept and electronic version of the bid as a PDF?

ANSWER TO QUESTION #12:

See the response to Question 7.

➤ **QUESTION #13:**

Page 10 of 34, Section 14B: Are these containers Somat containers?

**BID 15-087T, ADDENDUM 1
Refuse Services**

ANSWER TO QUESTION #13:

Yes. These are Somat containers.

➤ **QUESTION #14:**

Page 10 of 34, Section 14: Will the number of days to replace drain plugs be reduced and what will the number of days reduced to per a revision?

ANSWER TO QUESTION #14:

See item 14 on Revised Page 10 of 34.

➤ **QUESTION #15:**

Given that the shelters are in franchised cities and the current emergency debris removal contract, will these services be deleted from the bid?

ANSWER TO QUESTION #15:

No. We have left this section in as a contingency. Depending on the nature and severity of the situation, it is still possible that some services may be needed.

➤ **QUESTION #16:**

Could the School Board define compacted waste, Somat waste and combination and non-compacted waste to avoid any potential confusion for the sites listed with these designations?

ANSWER TO QUESTION #16:

NOTE: SBBC has a separate recycling contract. As a result, very few recyclables should be in the waste stream in these containers.

Non-Compacted Waste: This is exactly what it sounds like. This is solid waste which has simply been put into the dumpster without compaction. This could be lunch waste and miscellaneous items from the location.

Compacted Waste: A photo is attached, See Exhibit 1. In this case, they are in-house compaction units. Staff bag compacted food waste and place it into a regular front load unit. Collins ES, Oakridge ES, Sheridan Hills ES and Stephen Foster ES are likely the only locations having these units. Oakridge is the only location having a designated two yard compactor used solely for the disposal of this waste.

Combination Waste: Collins ES, Sheridan Hills ES and Stephen Foster ES use one container for their loose, regular waste. Waste from the small compaction units is added to this. This then becomes mixed waste.

Somat: Pulper waste. This is the semi-dry pulp generated from the food waste trays through the pulper.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:**
The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on REFUSE SERVICES as specified herein. Prices quoted shall include pick-ups at various schools, departments and centers within Broward County, Florida. **One hard-copy bid and one identical electronic version of the bid, in Microsoft Word 6.0 or higher OR a PDF format on CD/flash drive, must be submitted in time for bid opening.**
2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through February 28, 2018.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period stated in Special Condition 11, Price Adjustments. Services will be scheduled prior to contract start.. The award of this bid shall establish a contract from date of award, or as specified by the School Board.
3. **AWARD:**
In order to meet the needs of SBBC, Bid shall be awarded in its entirety to one primary and as many as two (2) lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in order to be considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest Bidders if: a) the lowest Awardee cannot comply with schedule requirements or specifications; b) the lowest Awardee is not in compliance with schedule requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services will negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

Hourly rates listed under "Additional Information" is for informational purposes only and is not part of the award process. Rates offered must be stated in the spaces provided on the Bid Summary Sheet. Rates offered must remain firm throughout the contract period.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.
4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Kay Lloyd, **Procurement and Warehousing Services, 754-321-0504 or e-mail at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Lloyd, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 11 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: _____
KL/ls

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through February 28, 2017. A request for price adjustment may be submitted only at that time. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Solid Waste Collection, Commodity Code 2011, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
SBBC does agree to pay any increases in tipping fees at the county landfill or take advantage of any reduction in those fees, should that occur.
12. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid services, the lowest of these reduced prices will be extended to SBBC.
13. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
14. **RECEPTACLES:** The Awardee shall furnish receptacles in good repair. The Awardee, when requested by the Manager, Environmental Conservation/Utility Management or his designee, shall repair, replace, sanitize and repaint the containers furnished to SBBC as specified, within **FOUR (4) calendar days** of written notice at no additional cost to SBBC. Drain plugs shall also be replaced within TWENTY-FOUR (24) HOURS of notification. The Awardee shall furnish any and all equipment, materials, supplies and all other labor and personnel necessary for the performance of its obligations under this contract. Design of all equipment is subject to the approval of the Manager, Environmental Conservation/Utility Management or his designee and must be replaced upon notification without additional cost to SBBC.
 - A. **EQUIPMENT DESCRIPTION:** All receptacles used for solid waste referenced in Group 1 on the Bid Summary Sheets, unless otherwise indicated, shall be provided by the Awardee at no additional cost. Bin receptacles shall be provided for SBBC use in the cubic yard capacities as indicated on the Bid Summary Sheets. Receptacles shall be bin-type units, steel or plastic lift-up lids, **NO SIDE DOORS**, unless specifically requested for 8 cu. yd. units fitted for automatic loading, on casters where necessary, for chute operations. (Receptacles not on casters must have a **6" – 12" clearance** from ground to bottom of bin for easy cleaning underneath.)
 - B. **TWO AND THREE YARD CONTAINERS:** It will be necessary for the Awardee to supply the two (2) and three (3) yard containers to hold compacted refuse at a ratio of approximately 4:1. These containers are designed for front-end loading. **THESE UNITS ARE IDENTIFIED ON THE BID SUMMARY SHEET BY TWO (2) ASTERISKS (**)** NEXT TO THE CONTAINER SIZE. **THESE CONTAIN SOMAT WASTE.**

VENDOR NAME: _____
KL/ls

SECTION 4, SPECIAL CONDITIONS (Continued)

15. **APPLICABLE LAW:** Awardee shall be in full compliance with any and all local, state or federal ordinances, codes, statutes, license requirements and/or applicable law(s) during the execution of the requirements of the terms, conditions, specifications and scope of work of this Invitation to Bid and resulting contract. All necessary compliance with applicable law must be in effect prior to submittal of bid. SBBC reserves the right to request copies of any certificates and/or licenses, and/or other documentation verifying compliance with applicable law.
16. **EXCLUSIVE MUNICIPAL FRANCHISES:** It is the intention of SBBC to solicit bids for non-franchised locations and those with multiple franchises ONLY. If sole-hauler franchised location(s) have been inadvertently included in this Invitation to Bid, they will be removed and will not be considered in the award of bid. If an award of bid is made inadvertently for a sole-hauler franchised location, the award will be rescinded. The trash hauling and disposal at these franchised locations will be handled by the current franchised hauler.
17. **PRICING - ALL INCLUSIVE COST, GROUP 1, ITEMS 1 – 60:** Bidder shall submit fixed monthly costs where indicated on the Bid Summary Sheets for each location based on 4.33 weeks per month. (This number is derived by dividing 52 weeks by 12 months.) Monthly costs stated shall be an all-inclusive cost for providing receptacles, refuse removal and disposal, including, but not limited to, all necessary labor, services, material, equipment, taxes, tariffs, franchise fees, maintenance and applicable fees. Pricing shall be based on the landfill (tipping fee) rates recommended by the Broward County Resource Recovery Board.
18. **MONTHLY MAINTENANCE CHARGES:** SBBC will not pay monthly maintenance charges.
19. **BIDDERS' QUALIFICATIONS:** Prior to contract start, Awardee must submit a copy of a current Business Tax Receipt (formerly Occupational License) issued by Broward County or the cities in which the refuse services are to be performed. Failure to provide will result in disqualification.
20. **REFUSE COMPOSITION:** The refuse generated by SBBC may include food remains, landscape debris, some recovered materials and many miscellaneous items. For the purposes of this ITB, the refuse being generated will include at least 10% solid waste.
21. **EMERGENCY SITUATIONS:** In the event of an extreme weather event or some other emergency situation, it may be necessary for the Awardee to provide the labor necessary to remove **solid waste** as needed, in addition to providing roll-off units and front-end units. SBBC provides hurricane shelters at various locations. Most of these are located in sole franchised areas. However, depending on the severity of the storm or other emergency situations, it may still be necessary for the Awardee to assist in the clean-up efforts and dedicate four (4) trucks and sufficient staff to remove solid waste from these sites.

VENDOR NAME: _____
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SECTION 4, SPECIAL CONDITIONS (Continued)

22. SMALL IN-HOUSE COMPACTION UNITS (approximately two yards):

Approximately ten (10) years ago, a number of small, in-house compaction units were purchased by SBBC. Waste is compacted in these units at an approximate ratio of 3:1. These units include largely kitchen waste. This waste is then added to the regular solid waste collection units. Schools which have these units include:

Collins Elementary

Stephen Foster Elementary

Sheridan Hills Elementary

Oakridge Elementary (Compacted waste from this site is NOT combined with the regular solid waste)

23. QUESTIONS REGARDING THIS BID: All questions are to be submitted in writing and must be received in the Procurement and Warehousing Services Department no later than NOON ON DECEMBER 17, 2014.

24. W-9 FORMS: All Bidders are requested to complete the attached W-9, in Section 7, Attachment 4, and submit with their bid.

VENDOR NAME: _____

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SECTION 5. BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
8) Hollywood Central Elem 0121	A. 1	6	5x	\$ _____	\$ _____	= \$ _____
1700 Monroe Street Hollywood	B. 1	2**	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 8 (A & B inclusive)						
9) Hollywood Hills Elem 0111	A. 1	6	5x	\$ _____	\$ _____	= \$ _____
3501 Taft Street Hollywood	B. 1	2**	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 9 (A & B inclusive)						
10) Hollywood Hills High 1661	A. 1	8	5x	\$ _____	\$ _____	= \$ _____
5400 Stirling Road Hollywood	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
	C. 1	8	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 10 (A - C inclusive)						
11) Hollywood Park Elem 1761	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
901 North 68 Way Hollywood	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 11 (A & B inclusive)						
12) McArthur High - 0241 6501 Hollywood Blvd Hollywood	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
	B. 1	6	5x	\$ _____	\$ _____	= \$ _____
	C. 1	6	5x	\$ _____	\$ _____	= \$ _____
	D. 1	4	3x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 12 (A - D inclusive)						
13) McNicol Middle - 0481 1411 South 28 Avenue Hollywood	A. 1	6	5x	\$ _____	\$ _____	= \$ _____
	B. 1	2**	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 13 (A & B inclusive)						
14) Oakridge Elem - 0461 1507 North 28 Avenue Hollywood	A. 1	6***	5x	\$ _____	\$ _____	= \$ _____
	B. 1	2*	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 14 (A & B inclusive)						
15) Orange Brook Elem 0711	A. 1	2**	5x	\$ _____	\$ _____	= \$ _____
715 South 46 Avenue Hollywood	B. 1	4	5x	\$ _____	\$ _____	= \$ _____
TOTAL BID ITEM 15 (A & B inclusive)						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/l/s

SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
32) Floranada Elementary 0851	A	1	2**	5x	\$ _____	\$ _____ = \$ _____
5251 NE 14 Way Ft. Lauderdale	B.	1	2	3x	\$ _____	\$ _____ = \$ _____
	C.	1	4	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 32 (A - C Inclusive).....						
33) Ft. Laud. High 0951	A.	1	8	5x	\$ _____	\$ _____ = \$ _____
1600 NE 4 Ave Ft. Lauderdale	B.	1	8	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 33 (A & B Inclusive)						
34) Harbordale Elem - 0491	A.	1	3	5x	\$ _____	\$ _____ = \$ _____
900 SE 15 Street Ft. Lauderdale	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 34 (A & B inclusive)						
35) K.C. Wright Admin. 9328	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
600 SE 3 Avenue Ft. Lauderdale						
TOTAL BID ITEM 35						
36) Lauderdale Manors Elem 0431	A.	1	6	3x	\$ _____	\$ _____ = \$ _____
1400 NW 14 Court Ft. Lauderdale						
TOTAL BID ITEM 36						
37) Meadowbrook Elem 0761	A.	1	6	5x	\$ _____	\$ _____ = \$ _____
2300 SW 46 Ave Ft. Lauderdale	B.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 37 (A & B inclusive)						
38) New River Middle 0881	A.	1	2	3x	\$ _____	\$ _____ = \$ _____
3100 Riverland Road Ft. Lauderdale	B.	1	8	5x	\$ _____	\$ _____ = \$ _____
	C.	1	2**	5x	\$ _____	\$ _____ = \$ _____
TOTAL BID ITEM 38 (A - C Inclusive).....						
39) North Area Maintenance 9360	A.	1	4	2x	\$ _____	\$ _____ = \$ _____
6501 NW 15 th Avenue Ft. Lauderdale						
TOTAL BID ITEM 39						

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: _____
 KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

ADDITIONAL INFORMATION

(Additional Information will not be used in determining award of bid.)

These services will likely be needed only for the hurricane shelters.

1. Provide pricing to supply the following in an emergency situation. (Special Condition 21)

A. Labor for solid waste removal or related (per person).....\$ _____/hr. per person

B. Dedicated truck plus driver to remove solid waste from site\$ _____/per hour

2. In the spaces below, indicate the pricing to provide roll-off units and front-end units. Indicate type, size and time frame (ex. day, week, month) for pricing offered for each item listed.

_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each
_____	\$ _____	each

VENDOR NAME: _____
KL/ls

SECTION 6, BID SPECIFICATIONS

SOLID WASTE UNITS:

- A. **CHANGES IN SERVICE:** Any changes in services required by schools beyond the listed contracted requirements shall have prior written approval by the Manager, Environmental Conservation and Utility Management Department or designee. During the contract period, as requirements change, SBBC may make changes as necessary by notifying the Awardee(s) in writing. Changes may include location, increase or decrease in number and/or size of containers and the frequency of pick-ups. **There will be a reduction in the service required at schools closed during the summer vacation months.** Any request made by schools for changes in service **MUST BE APPROVED BY the Manager, Environmental Conservation/Utility Management or his designee.**

NON-SERVICE DAYS: SBBC facilities are closed for certain holidays and breaks during the school year. The Awardee will be notified of these holidays and breaks and reduced pick-ups will be required during these times. The Awardee shall provide garbage and trash disposal service for all days as designated by SBBC. Credit shall be given for non-service days.

Select summer school programs may be part of the schedule. For information only, SBBC usually approves this summer school schedule during the months of April or May. Schools are normally closed an estimated five days during Spring Break and an estimated 7-10 days during winter break. The SBBC Energy Conservation and Utility Management Department will notify the Awardee approximately 15 days in advance of the exact non-service days to ensure proper credit.

- B. **MISSED COLLECTIONS:** In the event that individual containers are missed during the regular collection route, the Awardee shall have all solid waste collected from the missed containers within **four (4) hours** after notification. If the Awardee fails to collect the waste from the missed containers within **four (4) hours of notice** (except in case of extreme emergencies) or otherwise fails to comply with any of the terms and conditions of this contract, SBBC may, with its own personnel or other services, have the solid waste collected or otherwise perform specified services and charge the cost of performance, including overhead, to the Awardee. For the first missed collection, the Awardee will provide a \$100.00 credit to the location where this occurred; for the second missed collection, a \$200.00 credit will be provided to the location where this occurred. For all additional missed collections, a \$300.00 credit will be provided to the location where this occurred. If there are three or more missed collections within a single month, the Awardee may be defaulted. Missed pick-ups are unacceptable and will not be tolerated. Awardee may need to have back-up equipment and drivers to ensure that SBBC pick-ups are made as scheduled. **If there are locked gates or other access issues, these need to be reported to SBBC immediately, so the situation can be corrected.**

C. **PICK-UP SCHEDULING:**

1. Using the timeframes outlined in Bid Specification C3, the Awardee shall prepare and deliver to the SBBC Manager, Energy Conservation and Utility Management Department, a schedule showing the time and day that pick-ups will be made at each school prior to commencement of services. This schedule shall be maintained by the Awardee **within mutually agreed-upon time frames.**
2. The Awardee shall handle the trash collections in such a manner as not to cause traffic hazards, inconvenience or logistical problems to businesses or residents in the pick-up area.

VENDOR NAME: _____
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SECTION 6, BID SPECIFICATIONS (Continued)

SOLID WASTE UNITS (Continued):

C. PICK-UP SCHEDULING (Continued):

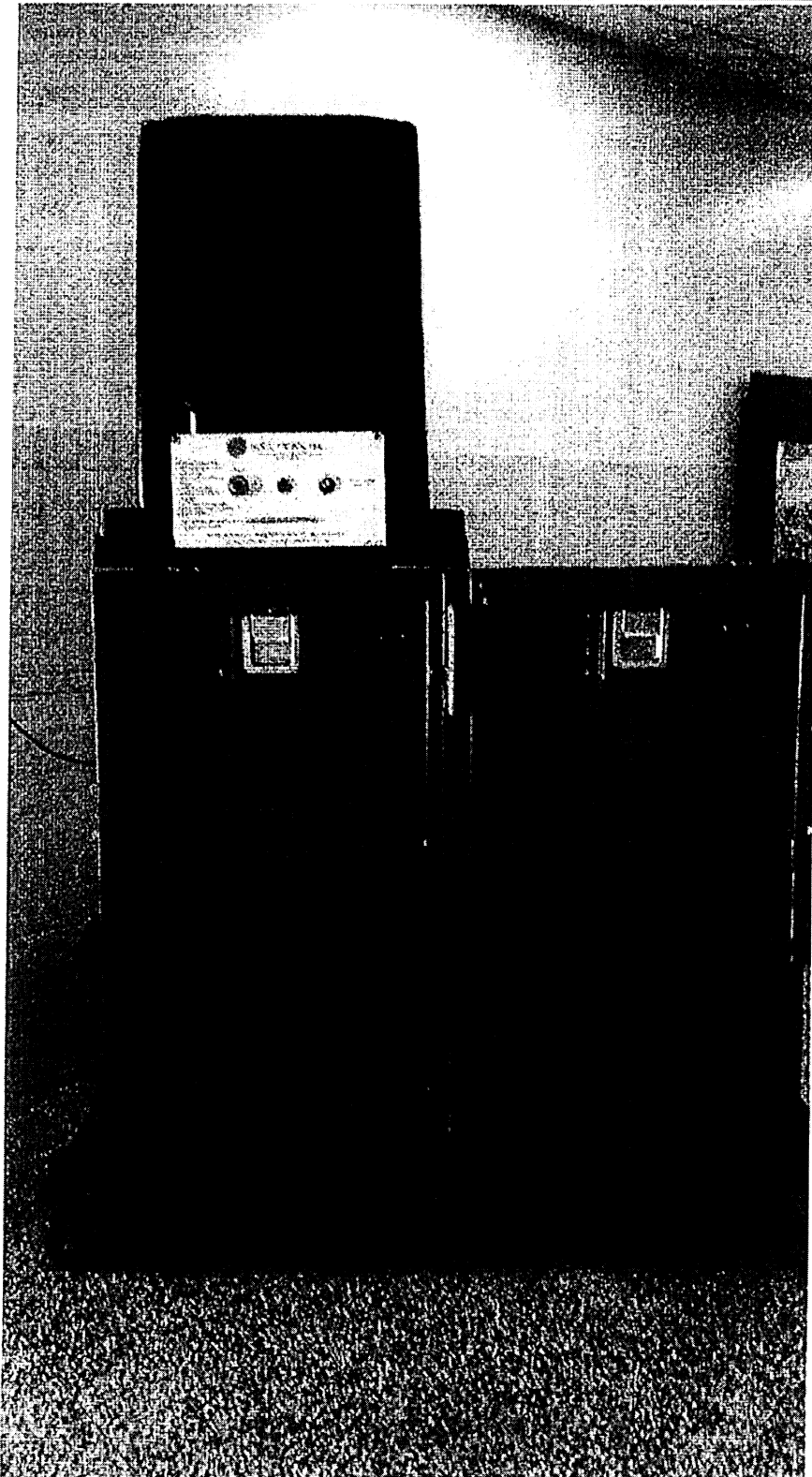
3. It is preferred that the pick-ups occur after lunch period, Tuesday through Saturday, for all locations (except for the Twin Lakes Facility where the hours of service shall be 7:00 a.m. to 3:00 p.m.) unless agreements are made for other schedules at specific facilities. It is helpful to have the trash removed after the school lunch period unless alternate arrangements have been made with site personnel.
4. There are times when lack of access to a dumpster may occur. This could include locked gates, vehicles blocking the area, etc. When this occurs, it will be necessary for the driver to call the school WHILE ON SITE to arrange for access. A phone listing for all locations will be provided to the Awardee. SBBC will not pay for missed pick-ups.

D. DISASTER ASSISTANCE:

1. In the event of a disaster affecting most or all of Broward County, the Awardee will be required to haul solid waste within 24 hours **after the all-clear has been given** in order to avoid health and safety hazards. This assistance will likely be limited to various Hurricane Shelters within Broward County. As previously noted, many of these are located within sole-franchise areas. However, depending on the severity of the storm or related event, it may still be necessary to provide services to these locations. (See Attachment A.)


VENDOR NAME: _____
KL/ls

ATTACHMENT 1



CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

Progressive Waste Solutions of FL, Inc.,
a Delaware Corporation

James Bowen, District 

RESOLVED that ~~Damian Ribar, Area Manager~~ and Authorized Agent for Progressive Waste Solutions of FL, Inc., be authorized on behalf of the Corporation to execute all documents related to RFP No. 15-87T providing Refuse Services for The School Board of Broward County in Sunrise, Florida.

The foregoing is a true and correct copy of the Resolution adopted by Progressive Waste Solutions of FL, Inc. at a meeting of its Board of Directors held on the 23rd day of December, 2014.

By 

Thomas J. Fowler, VP & Secretary

SECTION 4. SPECIAL CONDITIONS

1. INTRODUCTION AND SCOPE:

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on REFUSE SERVICES as specified herein. Prices quoted shall include pick-ups at various schools, departments and centers within Broward County, Florida. **One hard-copy bid and one identical electronic version of the bid, in Microsoft Word 6.0 or higher OR a PDF format on CD/flash drive, must be submitted in time for bid opening.**

- 2. TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through February 28, 2018.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period stated in Special Condition 11, Price Adjustments. Services will be scheduled prior to contract start.. The award of this bid shall establish a contract from date of award, or as specified by the School Board.

3. AWARD:

In order to meet the needs of SBBC, Bid shall be awarded in its entirety to one primary and as many as two (2) lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in order to be considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest Bidders if: a) the lowest Awardee cannot comply with schedule requirements or specifications; b) the lowest Awardee is not in compliance with schedule requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services will negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

Hourly rates listed under "Additional Information" is for informational purposes only and is not part of the award process. Rates offered must be stated in the spaces provided on the Bid Summary Sheet. Rates offered must remain firm throughout the contract period.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.

- 4. INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Kay Lloyd, Procurement and Warehousing Services, 754-321-0504 or e-mail at kay.lloyd@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Lloyd, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

- 5. CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) years, and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 11 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/ls

6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be used throughout the contract period for each location and are not a guarantee. Actual quantities used throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price.
7. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any District site. In the event that a site listed herein is deleted, the quoted cost for the services being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar sites and services.
8. **COMPANY REPRESENTATIVE:** Bidders should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who will make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and scheduling issues.
9. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
10. **INVOICES:** Monthly invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite their processing. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to:

The School Board of Broward County Florida
Energy Conservation and Utility Management
3810 N. W. 10th Avenue
Fort Lauderdale, Florida 33309.

All Invoices must include:

- A. Location Name and Number
- B. Dates of Service
- C. Location Address
- D. Receptacle Size(s)
- E. Monthly Invoice Amount

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/ls

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through February 28, 2017. A request for price adjustment may be submitted only at that time. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Solid Waste Collection, Commodity Code 2011, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
SBBC does agree to pay any increases in tipping fees at the county landfill or take advantage of any reduction in those fees, should that occur.
12. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid services, the lowest of these reduced prices will be extended to SBBC.
13. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
14. **RECEPTACLES:** The Awardee shall furnish receptacles in good repair. The Awardee, when requested by the Manager, Environmental Conservation/Utility Management or his designee, shall repair, replace, sanitize and repaint the containers furnished to SBBC as specified, within **FOUR (4) calendar days** of written notice at no additional cost to SBBC. Drain plugs shall also be replaced within TWENTY-FOUR (24) HOURS of notification. The Awardee shall furnish any and all equipment, materials, supplies and all other labor and personnel necessary for the performance of its obligations under this contract. Design of all equipment is subject to the approval of the Manager, Environmental Conservation/Utility Management or his designee and must be replaced upon notification without additional cost to SBBC.
 - A. **EQUIPMENT DESCRIPTION:** All receptacles used for solid waste referenced in Group 1 on the Bid Summary Sheets, unless otherwise indicated, shall be provided by the Awardee at no additional cost. Bin receptacles shall be provided for SBBC use in the cubic yard capacities as indicated on the Bid Summary Sheets. Receptacles shall be bin-type units, steel or plastic lift-up lids, **NO SIDE DOORS**, unless specifically requested for 8 cu. yd. units fitted for automatic loading, on casters where necessary, for chute operations. (Receptacles not on casters must have a 6" - 12" clearance from ground to bottom of bin for easy cleaning underneath.)
 - B. **TWO AND THREE YARD CONTAINERS:** It will be necessary for the Awardee to supply the two (2) and three (3) yard containers to hold compacted refuse at a ratio of approximately 4:1. These containers are designed for front-end loading. **THESE UNITS ARE IDENTIFIED ON THE BID SUMMARY SHEET BY TWO (2) ASTERISKS (**) NEXT TO THE CONTAINER SIZE. THESE CONTAIN SOMAT WASTE.**

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/s

SECTION 4, SPECIAL CONDITIONS (Continued)

15. **APPLICABLE LAW:** Awardee shall be in full compliance with any and all local, state or federal ordinances, codes, statutes, license requirements and/or applicable law(s) during the execution of the requirements of the terms, conditions, specifications and scope of work of this Invitation to Bid and resulting contract. All necessary compliance with applicable law must be in effect prior to submittal of bid. SBBC reserves the right to request copies of any certificates and/or licenses, and/or other documentation verifying compliance with applicable law.
16. **EXCLUSIVE MUNICIPAL FRANCHISES:** It is the intention of SBBC to solicit bids for non-franchised locations and those with multiple franchises ONLY. If sole-hauler franchised location(s) have been inadvertently included in this Invitation to Bid, they will be removed and will not be considered in the award of bid. If an award of bid is made inadvertently for a sole-hauler franchised location, the award will be rescinded. The trash hauling and disposal at these franchised locations will be handled by the current franchised hauler.
17. **PRICING - ALL INCLUSIVE COST, GROUP 1, ITEMS 1 – 60:** Bidder shall submit fixed monthly costs where indicated on the Bid Summary Sheets for each location based on 4.33 weeks per month. (This number is derived by dividing 52 weeks by 12 months.) Monthly costs stated shall be an all-inclusive cost for providing receptacles, refuse removal and disposal, including, but not limited to, all necessary labor, services, material, equipment, taxes, tariffs, franchise fees, maintenance and applicable fees. Pricing shall be based on the landfill (tipping fee) rates recommended by the Broward County Resource Recovery Board.
18. **MONTHLY MAINTENANCE CHARGES:** SBBC will not pay monthly maintenance charges.
19. **BIDDERS' QUALIFICATIONS:** Prior to contract start, Awardee must submit a copy of a current Business Tax Receipt (formerly Occupational License) issued by Broward County or the cities in which the refuse services are to be performed. Failure to provide will result in disqualification.
20. **REFUSE COMPOSITION:** The refuse generated by SBBC may include food remains, landscape debris, some recovered materials and many miscellaneous items. For the purposes of this ITB, the refuse being generated will include at least 10% solid waste.
21. **EMERGENCY SITUATIONS:** In the event of an extreme weather event or some other emergency situation, it may be necessary for the Awardee to provide the labor necessary to remove **solid waste** as needed, in addition to providing roll-off units and front-end units. SBBC provides hurricane shelters at various locations. Most of these are located in sole franchised areas. However, depending on the severity of the storm or other emergency situations, it may still be necessary for the Awardee to assist in the clean-up efforts and dedicate four (4) trucks and sufficient staff to remove solid waste from these sites.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 4, SPECIAL CONDITIONS (Continued)

22. SMALL IN-HOUSE COMPACTION UNITS (approximately two yards):

Approximately ten (10) years ago, a number of small, in-house compaction units were purchased by SBBC. Waste is compacted in these units at an approximate ratio of 3:1. These units include largely kitchen waste. This waste is then added to the regular solid waste collection units. Schools which have these units include:

**Collins Elementary
Stephen Foster Elementary
Sheridan Hills Elementary
Oakridge Elementary (Compacted waste from this site is NOT combined with the regular solid waste)**

23. QUESTIONS REGARDING THIS BID: All questions are to be submitted in writing and must be received in the Procurement and Warehousing Services Department no later than NOON ON DECEMBER 17, 2014.

24. W-9 FORMS: All Bidders are requested to complete the attached W-9, in Section 7, Attachment 4, and submit with their bid.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.

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SECTION 5, BID SUMMARY SHEET

GROUP 1:

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST	
1) Apollo Middle - 1791 6800 Arthur Street Hollywood	A.	1	2**	5x	\$141.16	\$28.23	= \$169.39
	B.	1	8	5x	\$564.63	\$112.93	= \$677.56
TOTAL BID ITEM 1 (A & B inclusive)						846.95	
2) Attucks Middle - 0343 2500 N. 22 Avenue Hollywood	A.	1	8	5x	\$564.63	\$112.93	= \$677.56
	B.	1	2**	5x	\$141.16	\$28.23	= \$169.39
TOTAL BID ITEM 2 (A & B inclusive)						846.95	
3) Beachside Montessori Village 2041 2230 Lincoln St. Hollywood	A.	1	2**	5x	\$141.16	\$28.23	= \$169.39
	B.	1	4	5x	\$282.32	\$56.46	= \$338.78
TOTAL BID ITEM 3 (A & B inclusive)						508.17	
4) Bethune Elem - 0341 2400 Meade Street Hollywood	A.	1	2**	5x	\$141.16	\$28.23	= \$169.39
	B.	1	2	3x	\$84.69	\$16.94	= \$101.63
	C.	1	4	5x	\$282.32	\$56.46	= \$338.78
TOTAL BID ITEM 4 (A - C inclusive)						609.80	
5) Boulevard Hts Elem - 0971 7201 Johnson Street Hollywood	A.	1	8	5x	\$564.63	\$112.93	= \$677.56
	B.	1	2**	5x	\$141.16	\$28.23	= \$169.39
TOTAL BID ITEM 5 (A & B inclusive)						846.95	
6) Colbert Elem - 0231 2701 Plunkett Street Hollywood	A.	1	2**	5x	\$141.16	\$28.23	= \$169.39
	B.	1	4	5x	\$282.32	\$56.46	= \$338.78
TOTAL BID ITEM 6 (A & B inclusive)						508.17	
7) Driftwood Middle -0861 2751 NW 68 Avenue Hollywood	A.	1	3**	5x	\$211.74	\$42.35	= \$254.08
	B.	1	4	5x	\$282.32	\$56.46	= \$338.78
	C.	1	6	5x	\$423.47	\$84.69	= \$508.17
	D.	1	4	5x	\$282.32	\$56.46	= \$338.78
TOTAL BID ITEM 7 (A - D inclusive)						1,439.81	

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
8) Hollywood Central Elem 0121 1700 Monroe Street Hollywood	A. 1	6	5x	\$423.47	\$84.69	=\$ 508.17
	B. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
TOTAL BID ITEM 8 (A & B Inclusive)						<u>677.56</u>
9) Hollywood Hills Elem 0111 3501 Taft Street Hollywood	A. 1	6	5x	\$423.47	\$84.69	=\$ 508.17
	B. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
TOTAL BID ITEM 9 (A & B Inclusive)						<u>677.56</u>
10) Hollywood Hills High 1881 5400 Stirling Road Hollywood	A. 1	8	5x	\$564.63	\$112.93	=\$ 677.56
	B. 1	4	5x	\$282.32	\$56.46	=\$ 338.78
	C. 1	8	5x	\$564.63	\$112.93	=\$ 677.56
TOTAL BID ITEM 10 (A-C Inclusive)						<u>1,663.24</u> 1,693.00
11) Hollywood Park Elem 1761 901 North 68 Way Hollywood	A. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
	B. 1	4	5x	\$282.32	\$56.46	=\$ 338.78
TOTAL BID ITEM 11 (A & B Inclusive)						<u>508.17</u>
12) McArthur High - 0241 6501 Hollywood Blvd Hollywood	A. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
	B. 1	6	5x	\$423.47	\$84.69	=\$ 508.17
	C. 1	6	5x	\$423.47	\$84.69	=\$ 508.17
	D. 1	4	3x	\$169.39	\$33.88	=\$ 203.27
TOTAL BID ITEM 12 (A - D Inclusive)						<u>1,388.99</u>
13) McNicol Middle - 0481 1411 South 28 Avenue Hollywood	A. 1	6	5x	\$423.47	\$84.69	=\$ 508.17
	B. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
TOTAL BID ITEM 13 (A & B Inclusive)						<u>677.56</u>
14) Oakridge Elem - 0461 1507 North 28 Avenue Hollywood	A. 1	6***	5x	\$423.47	\$84.69	=\$ 508.17
	B. 1	2*	5x	\$141.16	\$28.23	=\$ 169.39
TOTAL BID ITEM 14 (A & B Inclusive)						<u>677.56</u>
15) Orange Brook Elem 0711 715 South 46 Avenue Hollywood	A. 1	2**	5x	\$141.16	\$28.23	=\$ 169.39
	B. 1	4	5x	\$282.32	\$56.46	=\$ 338.78
TOTAL BID ITEM 15 (A & B Inclusive)						<u>508.17</u>

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
16) Sheridan Hills Elem 1811 5001 Thomas Street Hollywood	A. 1	4***	5x	\$282.32	\$56.46	= \$ 338.78
TOTAL BID ITEM 16.....						338.78
17) Sheridan Park Elem 1321 2310 North 70 Terrace Hollywood	A. 1	2**	5x	\$141.16	\$28.23	= \$ 169.39
	B. 1	6	5x	\$423.47	\$84.69	= \$ 508.17
TOTAL BID ITEM 17 (A & B inclusive).....						677.56
18) Sheridan Technical - 1051 5400 W. Sheridan Street Hollywood	A. 1	8	5x	\$564.63	\$112.93	= \$ 677.56
	B. 1	6	5x	\$423.47	\$84.69	= \$ 508.17
TOTAL BID ITEM 18 (A & B inclusive).....						1185.73
19) South Broward High 0171 1901 N. Federal Highway Hollywood	A. 1	8	5x	\$564.63	\$112.93	= \$ 677.56
	B. 1	8	5x	\$564.63	\$112.93	= \$ 677.56
	C. 1	8	5x	\$564.63	\$112.93	= \$ 677.56
TOTAL BID ITEM 19 (A - C inclusive).....						2,032.68
20) Stirling Elem - 0681 5500 Stirling Road Hollywood	A. 1	2**	5x	\$141.16	\$28.23	= \$ 169.39
	B. 1	6	5x	\$423.47	\$84.69	= \$ 508.17
TOTAL BID ITEM 20 (A & B inclusive).....						677.56
21) The Quest Center - 1021 6401 Charleston St Hollywood	A. 1	8	3x	\$338.78	\$67.76	= \$ 406.54
TOTAL BID ITEM 21.....						406.54
22) West Hollywood Elem 0161 6301 Hollywood Blvd. Hollywood	A. 1	2**	5x	\$141.16	\$28.23	= \$ 169.39
	B. 1	4	5x	\$282.32	\$56.46	= \$ 338.78
TOTAL BID ITEM 22 (A & B inclusive).....						508.17
23) Arthur Ashe Middle - 4702 1702 NW 23 rd Avenue Ft. Lauderdale	A. 1	6	5x	\$423.47	\$97.40	= \$ 520.87
TOTAL BID ITEM 23.....						520.87

* Compacted waste
 ** Somat waste
 *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
24) Bayview Elem - 0641 1175 Middle River Drive Ft. Lauderdale	A.	1	6	5x	\$ 423.47	\$ 97.40 = \$ 520.87
	B.	1	2**	5x	\$ 141.16	\$ 32.47 = \$ 173.62
TOTAL BID ITEM 24 (A & B inclusive)						694.50
25) Bennett Elementary 0201 1755 NE 14 Street Ft. Lauderdale	A.	1	3	5x	\$ 211.74	\$ 48.70 = \$ 260.44
	B.	1	2**	5x	\$ 141.16	\$ 32.47 = \$ 173.62
TOTAL BID ITEM 25 (A & B inclusive)						434.06
26) Community School North 9327 1619 NE 4 Avenue Ft. Lauderdale		1	4	3x	\$ 169.39	\$ 38.96 = \$ 208.35
TOTAL BID ITEM 26						208.35
27) Croissant Park Elem 0221 1800 SW 4 Avenue Ft. Lauderdale	A.	1	2**	5x	\$ 141.16	\$ 32.47 = \$ 173.62
	B.	1	6	5x	\$ 423.47	\$ 97.40 = \$ 520.87
TOTAL BID ITEM 27 (A & B inclusive)						694.50
28) Dandy, W Middle 1071 2400 NW 26 St Ft. Lauderdale	A.	1	2**	3x	\$ 84.69	\$ 19.48 = \$ 104.17
	B.	1	6	5x	\$ 423.47	\$ 97.40 = \$ 520.87
TOTAL BID ITEM 28 (A & B inclusive)						625.65
29) Dillard Elem 0271 2330 NW 12 Ct Ft. Lauderdale	A.	1	2**	5x	\$ 141.16	\$ 32.47 = \$ 173.62
	B.	1	6	5x	\$ 423.47	\$ 97.40 = \$ 520.87
TOTAL BID ITEM 29 (A & B inclusive)						694.50
30) Dillard High - 0371 2501 NW 11 St Ft. Lauderdale	A.	1	6	5x	\$ 423.47	\$ 97.40 = \$ 520.87
	B.	1	3	2x	\$ 84.69	\$ 19.48 = \$ 104.17
	C.	1	8	5x	\$ 564.63	\$ 129.87 = \$ 694.50
	D.	1	8	5x	\$ 564.63	\$ 129.87 = \$ 694.50
TOTAL BID ITEM 30 (A - D inclusive)						2,014.04
31) Edgewood Admin 3941/3951 1300 SW 32 Ct Ft. Lauderdale		1	4	3x	\$ 169.39	\$ 38.96 = \$ 208.35
TOTAL BID ITEM 31						208.35

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
32) Floranada Elementary 0851	A	1	2**	5x	\$141.16	\$32.47 = \$173.62
5251 NE 14 Way Ft. Lauderdale	B.	1	2	3x	\$84.69	\$19.48 = \$104.17
	C.	1	4	5x	\$282.32	\$64.93 = \$347.25
TOTAL BID ITEM 32 (A - C Inclusive)...						625.05
33) Ft. Laud. High 0951	A.	1	8	5x	\$564.63	\$129.87 = \$694.50
1600 NE 4 Ave Ft. Lauderdale	B.	1	8	5x	\$564.63	\$129.87 = \$694.50
TOTAL BID ITEM 33 (A & B Inclusive).....						1388.99
34) Harbordale Elem - 0491	A.	1	3	5x	\$211.74	\$48.70 = \$260.44
900 SE 15 Street Ft. Lauderdale	B.	1	2**	5x	\$141.16	\$32.47 = \$173.62
TOTAL BID ITEM 34 (A & B Inclusive).....						434.06
35) K.C. Wright Admin. 9328	A.	1	6	5x	\$423.47	\$97.40 = \$520.87
600 SE 3 Avenue Ft. Lauderdale						
TOTAL BID ITEM 35.....						520.87
36) Lauderdale Manors Elem 0431	A.	1	8	3x	\$254.08	\$58.44 = \$312.52
1400 NW 14 Court Ft. Lauderdale						
TOTAL BID ITEM 36.....						312.52
37) Meadowbrook Elem 0761	A.	1	6	5x	\$423.47	\$97.40 = \$520.87
2300 SW 46 Ave Ft. Lauderdale	B.	1	2**	5x	\$141.16	\$32.47 = \$173.62
TOTAL BID ITEM 37 (A & B Inclusive).....						694.50
38) New River Middle 0881	A.	1	2	3x	\$84.69	\$19.48 = \$104.17
3100 Riverland Road Ft. Lauderdale	B.	1	8	5x	\$564.63	\$129.87 = \$694.50
	C.	1	2**	5x	\$141.16	\$32.47 = \$173.62
TOTAL BID ITEM 38 (A - C Inclusive).....						972.30
39) North Area Maintenance 9360	A.	1	4	2x	\$112.93	\$25.97 = \$138.90
6501 NW 15 th Avenue Ft. Lauderdale						
TOTAL BID ITEM 39.....						138.90

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST	
40) North Fork Elem - 1191 101 NW 15 Avenue Ft. Lauderdale	A.	1	2**	5x	\$141.16	\$32.47	= \$173.62
	B.	1	4	5x	\$282.32	\$64.93	= \$347.25
TOTAL BID ITEM 40 (A & B inclusive)						520.87	
41) North Side Elem - 0041 120 NE 11 Street Ft. Lauderdale	A.	1	6	5x	\$423.47	\$97.40	= \$520.87
	B.	1	2**	5x	\$141.16	\$32.47	= \$173.62
TOTAL BID ITEM 41 (A & B inclusive)						694.50	
42) Old Dillard Museum 0371 1009 NW 4 St Ft. Lauderdale	A.	1	6	5x	\$423.47	\$97.40	= \$520.87
TOTAL BID ITEM 42						520.87	
43) Pine Ridge Ed Center 0653 1251 SW 42 Ave	A.	1	6	3x	\$254.08	\$58.44	= \$312.52
TOTAL BID ITEM 43						312.52	
44) Riverland Elem - 0151 2600 SW 11 Court Ft. Lauderdale	A.	1	2**	5x	\$141.16	\$32.47	= \$173.62
	B.	1	4	5x	\$282.32	\$64.93	= \$347.25
TOTAL BID ITEM 44 (A & B inclusive)						520.87	
45) Rock Island Elem 3701 2350 NW 19 Street Ft. Lauderdale	A.	1	2**	5x	\$141.16	\$32.47	= \$173.62
	B.	1	4	5x	\$282.32	\$64.93	= \$347.25
TOTAL BID ITEM 45 (A & B inclusive)						520.87	
46) Seagull Center - 0601 425 SW 28 th Street Ft. Lauderdale	A.	1	6	3x	\$254.08	\$58.44	= \$312.52
TOTAL BID ITEM 46						312.52	
47) Stephen Foster Elem 0921 3471 SW 22 St Ft. Lauderdale	A.	1	6***	5x	\$423.47	\$97.40	= \$520.87
TOTAL BID ITEM 47						520.87	

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5. BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINERS	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
48) Stranahan High	A. 1	2**	5x	\$141.16	\$32.47	= \$173.62
0211	B. 1	6	5x	\$423.47	\$97.40	= \$520.87
1800 SW 5 Place	C. 1	6	5x	\$423.47	\$97.40	= \$520.87
Ft. Lauderdale	D. 1	3	5x	\$211.74	\$48.70	= \$260.44
TOTAL BID ITEM 48 (A - D inclusive)						1475.81
49) Sunland Park Elem	A. 1	2**	5x	\$141.16	\$32.47	= \$173.62
0611	B. 1	3	5x	\$211.74	\$48.70	= \$260.44
919 NW 13 Avenue						
Ft. Lauderdale						
TOTAL BID ITEM 49 (A & B inclusive)						434.06
50) Sunrise Middle - 0251	A. 1	2**	5x	\$141.16	\$32.47	= \$173.62
1750 NE 14 Street	B. 1	6	5x	\$423.47	\$97.40	= \$520.87
Ft. Lauderdale						
TOTAL BID ITEM 50 (A & B inclusive)						694.50
51) Sunset School - 0422	A. 1	6	2x	\$169.39	\$38.96	= \$208.35
3775 SW 16 Street						
Ft. Lauderdale						
TOTAL BID ITEM 51						208.35
52) Thurgood Marshall	A. 1	2**	5x	\$141.16	\$32.47	= \$173.62
3291	B. 1	4	5x	\$282.32	\$64.93	= \$347.25
800 NW 13 St						
Ft. Lauderdale						
TOTAL BID ITEM 52 (A & B inclusive)						520.87
53) Walker Elem - 0321	A. 1	2**	5x	\$141.16	\$32.47	= \$173.62
1001 NW 4 Street	B. 1	4	5x	\$282.32	\$64.93	= \$347.25
Ft. Lauderdale						
TOTAL BID ITEM 53 (A & B inclusive)						520.87
54) Westwood Heights Elem	A. 1	4	5x	\$282.32	\$64.93	= \$347.25
0631	B. 1	2**	5x	\$141.16	\$32.47	= \$173.62
2861 SW 9 Street						
Ft. Lauderdale						
TOTAL BID ITEM 54 (A & B inclusive)						520.87
55) Whiddon-Rogers Adult	A. 1	6	5x	\$423.47	\$97.40	= \$520.87
0452	B. 1	2	5x	\$141.16	\$32.47	= \$173.62
700 SW 26th Street						
Ft. Lauderdale						
TOTAL BID ITEM 55 (A & B inclusive)						694.50

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

LOCATION GROUP 1	NUMBER OF CONTAINER S	SIZE (CU. YD.)	PICK-UPS PER WEEK	MONTHLY COST	FRANCHISE FEE (IF APPLICABLE) MONTHLY	TOTAL MONTHLY COST
56) Virginia S Young Elem 3321 1050 NW 2 Street Dania	A.	1	2**	5x	\$ <u>141.16</u>	\$ <u>21.17</u> = \$ <u>162.33</u>
	B.	1	6	5x	\$ <u>423.47</u>	\$ <u>63.52</u> = \$ <u>487.00</u>
TOTAL BID ITEM 56 (A & B inclusive)						<u>649.33</u>
57) Collins Elem - 0331 1050 NW 2 Street Dania	A.	1	6***	5x	\$ <u>423.47</u>	\$ <u>63.52</u> = \$ <u>487.00</u>
TOTAL BID ITEM 57						<u>487.00</u>
58) Dania Elem - 0101 300 SE 2 Avenue Dania	A.	1	2**	5x	\$ <u>141.16</u>	\$ <u>21.17</u> = \$ <u>162.33</u>
	B.	1	4	5x	\$ <u>282.32</u>	\$ <u>42.35</u> = \$ <u>324.66</u>
TOTAL BID ITEM 58 (A & B inclusive)						<u>487.00</u>
59) Olsen Middle - 0471 330 SE 11 Terrace Dania	A.	1	2**	5x	\$ <u>141.16</u>	\$ <u>21.17</u> = \$ <u>162.33</u>
	B.	1	8	5x	\$ <u>564.63</u>	\$ <u>84.69</u> = \$ <u>649.33</u>
TOTAL BID ITEM 59 (A & B inclusive)						<u>811.66</u>
60) Olsen Middle Annex 0471 1301 SE 2nd Avenue Dania	A	1	8	3x	\$ <u>338.78</u>	\$ <u>50.82</u> = \$ <u>389.60</u>
TOTAL BID ITEM 60						<u>389.60</u>
MONTHLY TOTAL, BID ITEMS 1-60						<u>\$ 41,242.98</u>

- * Compacted waste
- ** Somat waste
- *** Combination of compacted and non-compacted waste

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 5, BID SUMMARY SHEET (Continued)

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 8)

Progressive Waste Solutions of FL, Inc.

Company Name
James Bowen

Company Representative
3840 N.W. 37th Court

Street Address
Miami, FL 33142

City, State and Zip
305-694-7216

Phone Number
305-694-7207

Fax Number
305-638-3800

Local/Toll-Free Phone Number
james.bowen@progressivewaste.com

E-Mail Address

LOCAL SERVICE CENTER:

Miami Hauling

Service Center Name
3840 N.W. 37th Court

Street Address
Miami, FL 33142

City, State and Zip

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: N/A

Agency Issuing This Number: N/A

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/ls

SECTION 5, BID SUMMARY SHEET (Continued)

ADDITIONAL INFORMATION

(Additional Information will not be used in determining award of bid.)

These services will likely be needed only for the hurricane shelters.

1. Provide pricing to supply the following in an emergency situation. (Special Condition 21)

- A. Labor for solid waste removal or related (per person).....\$ 28.⁹⁸ /hr. per person
- B. Dedicated truck plus driver to remove solid waste from site\$ 135.⁰⁰ /per hour

2. In the spaces below, indicate the pricing to provide roll-off units and front-end units. Indicate type, size and time frame (ex. day, week, month) for pricing offered for each item listed.

<u>4 YARD FEL CONTAINER/LIFT</u>	\$ <u>195.⁰⁰</u>	each
<u>6 YARD FEL CONTAINER/LIFT</u>	\$ <u>350.⁰⁰</u>	each
<u>8 YARD FEL CONTAINER/LIFT</u>	\$ <u>650.⁰⁰</u>	each
_____	\$ _____	each
<u>20 YARD ROLL-OFF / HAUL</u>	\$ <u>250.⁰⁰</u>	each
<u>(PER TON) DISP</u>	\$ <u>42.⁰⁰</u>	each
<u>30 YARD ROLL-OFF / HAUL</u>	\$ <u>250.⁰⁰</u>	each
<u>(PER TON) DISP</u>	\$ <u>42.⁰⁰</u>	each
<u>40 YARD ROLL-OFF / HAUL</u>	\$ <u>250.⁰⁰</u>	each
<u>(PER TON) DISP</u>	\$ <u>42.⁰⁰</u>	each
_____	\$ _____	each
_____	\$ _____	each

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
 KL/s

SECTION 6, BID SPECIFICATIONS

SOLID WASTE UNITS:

- A. **CHANGES IN SERVICE:** Any changes in services required by schools beyond the listed contracted requirements shall have prior written approval by the Manager, Environmental Conservation and Utility Management Department or designee. During the contract period, as requirements change, SBBC may make changes as necessary by notifying the Awardee(s) in writing. Changes may include location, increase or decrease in number and/or size of containers and the frequency of pick-ups. **There will be a reduction in the service required at schools closed during the summer vacation months.** Any request made by schools for changes in service **MUST BE APPROVED BY the Manager, Environmental Conservation/Utility Management or his designee.**

NON-SERVICE DAYS: SBBC facilities are closed for certain holidays and breaks during the school year. The Awardee will be notified of these holidays and breaks and reduced pick-ups will be required during these times. The Awardee shall provide garbage and trash disposal service for all days as designated by SBBC. Credit shall be given for non-service days.

Select summer school programs may be part of the schedule. For information only, SBBC usually approves this summer school schedule during the months of April or May. Schools are normally closed an estimated five days during Spring Break and an estimated 7-10 days during winter break. The SBBC Energy Conservation and Utility Management Department will notify the Awardee approximately 15 days in advance of the exact non-service days to ensure proper credit.

- B. **MISSED COLLECTIONS:** In the event that individual containers are missed during the regular collection route, the Awardee shall have all solid waste collected from the missed containers within **four (4) hours** after notification. If the Awardee fails to collect the waste from the missed containers within **four (4) hours of notice** (except in case of extreme emergencies) or otherwise fails to comply with any of the terms and conditions of this contract, SBBC may, with its own personnel or other services, have the solid waste collected or otherwise perform specified services and charge the cost of performance, including overhead, to the Awardee. For the first missed collection, the Awardee will provide a \$100.00 credit to the location where this occurred; for the second missed collection, a \$200.00 credit will be provided to the location where this occurred. If there are three or more missed collections, a \$300.00 credit will be provided to the location where this occurred. If there are three or more missed collections throughout the District within a single month, the Awardee may be defaulted. Missed pick-ups are unacceptable and will not be tolerated. Awardee may need to have back-up equipment and drivers to ensure that SBBC pick-ups are made as scheduled. **If there are locked gates or other access issues, these need to be reported to SBBC immediately, so the situation can be corrected.**

C. **PICK-UP SCHEDULING:**

1. Using the timeframes outlined in Bid Specification C3, the Awardee shall prepare and deliver to the SBBC Manager, Energy Conservation and Utility Management Department, a schedule showing the time and day that pick-ups will be made at each school prior to commencement of services. This schedule shall be maintained by the Awardee **within mutually agreed-upon time frames.**
2. The Awardee shall handle the trash collections in such a manner as not to cause traffic hazards, inconvenience or logistical problems to businesses or residents in the pick-up area.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 6. BID SPECIFICATIONS (Continued)

SOLID WASTE UNITS (Continued):

C. PICK-UP SCHEDULING (Continued):

3. It is preferred that the pick-ups occur after lunch period, Tuesday through Saturday, for all locations (except for the Twin Lakes Facility where the hours of service shall be 7:00 a.m. to 3:00 p.m.) unless agreements are made for other schedules at specific facilities. It is helpful to have the trash removed after the school lunch period unless alternate arrangements have been made with site personnel.
4. There are times when lack of access to a dumpster may occur. This could include locked gates, vehicles blocking the area, etc. When this occurs, it will be necessary for the driver to call the school **WHILE ON SITE** to arrange for access. A phone listing for all locations will be provided to the Awardee. SBBC will not pay for missed pick-ups.

D. DISASTER ASSISTANCE:

1. In the event of a disaster affecting most or all of Broward County, the Awardee will be required to haul solid waste within 24 hours **after the all-clear has been given** in order to avoid health and safety hazards. This assistance will likely be limited to various Hurricane Shelters within Broward County. As previously noted, many of these are located within sole-franchise areas. However, depending on the severity of the storm or related event, it may still be necessary to provide services to these locations. (See Attachment A.)

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
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SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.



Signature

Progressive Waste Solutions of FL, Inc.

Company Name

03/28/13

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/ls

SECTION 7, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,
by James Bowen

(Print individual's name and title)

for Progressive Waste Solutions of FL, Inc.

(Print name of entity submitting sworn statement)

whose business address is
3840 N.W. 37th Court

Miami, FL, 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0435940

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section

[Handwritten Signature]

(Signature)

Sworn to and subscribed before me this 30 day of December, 20 14

Personally Known _____

OR Produced identification _____

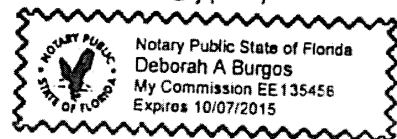
(Type of identification)

Notary Public - State of Florida

My commission expires 10/7/15

Deborah A Burgos
(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93



VENDOR NAME: Progressive Waste Solutions of FL, INC.
KL/ls

SECTION 7, ATTACHMENT 3

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: 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.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(*Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

The School Board of Broward County, Florida

VENDOR NAME: Progressive Waste Solutions of FL, Inc.

KL/ls

SECTION 7, ATTACHMENT 4

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2301 Eagle Parkway, Suite 200 City, state, and ZIP code Fort Worth, TX 76177 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Social security number [] [] [] - [] [] [] [] [] []	Employer identification number [2] [0] - [0] [4] [3] [5] [9] [4] [0]
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>12/30/14</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Notes. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
 KL/Is

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requestor the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requestor.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requestor that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requestor that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requestor of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requestor, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
KL/ls

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(b)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4047

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(d)(3)(7)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(ii)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(b)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4047(b)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 90 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
 KL/ls



SECTION 7, ATTACHMENT 5

**The School Board of Broward County, Florida
 ACH Payment Agreement Form (ACH CREDITS)
 (See General Condition 10)**

VENDOR NAME: N/A

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____

Checking

Savings

VENDOR AREA:

Remittance Confirmation:
 (please select one) _____

Fax

Email

Federal Identification No.
 Vendor _____

TAX ID#

SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: **SBBC – Purchasing – Data Strategy Group**
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by **DATA STRATEGY GROUP**

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: Progressive Waste Solutions of FL, Inc.
 KL/ls