June 18, 2019

Advanced Disposal Services Jacksonville, LLC. (Primary Award)
WCA of Florida, LLC. (Secondary Award)

RE: ITB-028-19/LN Roll-Off Dumpster Service

Dear Sir/Madam:

On Tuesday, June 18, 2019, the Superintendent designee of Duval County Public Schools approved the award of bid ITB-028-19/LN – Roll-Off Dumpster Services. This is your official notification of bid award. This award is for the period from August 1, 2019 through July 31, 2020.

In accordance with SC #16, please forward an updated copy of your insurance certificate.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact Lucy Nasworthy at (904) 858-4846.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: Master Bid folder

Dr. Diana L. Greene, Superintendent of Schools
Bid prices shall include all associated costs (see SC#15). No exceptions will be made.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
<th>Price</th>
<th>Extension</th>
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<th>Extension</th>
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<td>20 yard, C&amp;D</td>
<td>110</td>
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<td>$165.00</td>
<td>$18,150.00</td>
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<td>Per pull</td>
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<td>*</td>
<td>$299.00</td>
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<td>$660.00</td>
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<td>Charge/Ton</td>
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<td>$30,000.00</td>
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<td>$0.00</td>
<td>*</td>
<td>*</td>
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<td>$0.00</td>
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<td>$1,350.00</td>
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<td>White Goods (Appliances)</td>
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<td>Charge/Ton</td>
<td>$46.80</td>
<td>$936.00</td>
<td>*</td>
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<td>$26.00</td>
<td>$520.00</td>
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<td>19</td>
<td>Concrete w/rebar, wire/mesh</td>
<td>650</td>
<td>Charge/Ton</td>
<td>$46.80</td>
<td>$30,420.00</td>
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<td>21</td>
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<td>*</td>
<td>*</td>
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<td>$45.00</td>
<td>$2,250.00</td>
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<td>$2,500.00</td>
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<tr>
<td>24</td>
<td>Milled Asphalt</td>
<td>10</td>
<td>Charge/Ton</td>
<td>$40.00</td>
<td>$400.00</td>
<td>*</td>
<td>*</td>
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<td>$450.00</td>
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<td>Charge/Ton</td>
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<td>*</td>
<td>$44.46</td>
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</tr>
</tbody>
</table>

TOTAL ITEMS 1 THROUGH 25: $177,560.65 $257,927.54 $217,560.00

Prepared by: CAMMIE WISE
Verified by: LUCY NASWORTHY
Date: 05/20/2019
**Roll-off Dumpster Service**

Bid prices shall include **all associated costs** (see SC#15). No exceptions will be made.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20 yard, C&amp;D</td>
<td>110</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$22,550.00</td>
</tr>
<tr>
<td>2</td>
<td>20 yard, MSW, includes Contaminated</td>
<td>80</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$34,800.00</td>
</tr>
<tr>
<td>3</td>
<td>20 yard, Yard Waste</td>
<td>70</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$14,350.00</td>
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<tr>
<td>4</td>
<td>20 yard, metal</td>
<td>10</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$2,050.00</td>
</tr>
<tr>
<td>5</td>
<td>20 yard, white goods (appliances)</td>
<td>5</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$2,175.00</td>
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<tr>
<td>6</td>
<td>20 yard, concrete w/rebar, wire/mesh</td>
<td>80</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$16,400.00</td>
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<tr>
<td>7</td>
<td>20 yard, tire</td>
<td>4</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$1,740.00</td>
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<tr>
<td>8</td>
<td>40 yard, mixed furniture</td>
<td>10</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$4,350.00</td>
</tr>
<tr>
<td>9</td>
<td>40 yard, mixed paper (no certificate required)</td>
<td>4</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$820.00</td>
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<tr>
<td>10</td>
<td>40 yard, pallets</td>
<td>12</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$5,220.00</td>
</tr>
<tr>
<td>11</td>
<td>20 yard, milled asphalt</td>
<td>4</td>
<td>Per pull</td>
<td>$205.00</td>
<td>$820.00</td>
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<td>12</td>
<td>34 yard compactor</td>
<td>12</td>
<td>Per pull</td>
<td>$435.00</td>
<td>$5,220.00</td>
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</tbody>
</table>

**Disposal Charges**

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>13</td>
<td>Delivery charge per temporary roll-off</td>
<td>120</td>
<td>Charge/Ton</td>
<td>$75.00</td>
<td>$9,000.00</td>
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<td>14</td>
<td>C&amp;D Landfill charge</td>
<td>750</td>
<td>Charge/Ton</td>
<td>$55.38</td>
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<td>15</td>
<td>Class 1 Landfill Charge MSW</td>
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<td>Charge/Ton</td>
<td>$59.85</td>
<td>$10,473.75</td>
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<td>16</td>
<td>Yard Waste</td>
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<td>Charge/Ton</td>
<td>$42.00</td>
<td>$10,500.00</td>
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<td>17</td>
<td>Metal, Recyclable</td>
<td>30</td>
<td>Charge/Ton</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>White Goods (Appliances)</td>
<td>20</td>
<td>Charge/Ton</td>
<td>$59.85</td>
<td>$1,197.00</td>
</tr>
<tr>
<td>19</td>
<td>Concrete w/rebar, wire/mesh</td>
<td>650</td>
<td>Charge/Ton</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>20</td>
<td>Tires</td>
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<td>Charge/Ton</td>
<td>$176.40</td>
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<td>21</td>
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<td>65</td>
<td>Charge/Ton</td>
<td>$59.85</td>
<td>$3,890.25</td>
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<td>22</td>
<td>Mixed Paper</td>
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<td>Charge/Ton</td>
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<td>$0.00</td>
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<tr>
<td>23</td>
<td>Pallets</td>
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<td>Charge/Ton</td>
<td>$59.85</td>
<td>$2,992.50</td>
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<tr>
<td>24</td>
<td>Milled Asphalt</td>
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<td>Charge/Ton</td>
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<td>$0.00</td>
</tr>
<tr>
<td>25</td>
<td>34 yard compactor</td>
<td>20</td>
<td>Charge/Ton</td>
<td>$59.85</td>
<td>$1,197.00</td>
</tr>
</tbody>
</table>

**Total Items 1 Through 25**

$194,808.50

* **REJECT MERIDIAN WASTE FLORIDA, LLC- NO BID ITEMS# 7, 11, 20 & 24. BID AWARDED ALL OR NONE.**

**REJECT MY DUMPSTER GUY-ITEMS# 12 AND 25 BID "N/A". BID AWARDED ALL-OR-NONE**
ADDENDUM NO. 1
Informational
www.duvalschools.org/purchasing

Issue Date: May 1, 2019

Buyer: Lucy Nasworthy

Bid Number: ITB-028-19/LN

Bid Title: ROLL OFF DUMPSTER SERVICES

Term of Bid: From August 1, 2019 through July 31, 2020 with renewal options.

Opening: Thursday, May 16, 2019, 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To answer questions received.

1. **Question:** Is there a certain level/percentage of contamination required for a load to be re-categorized as MSW (per Section 29. C)? Such as if load is 10% contaminated it will be re-categorized as MSW.
   
   **Answer:** Contamination will be per industry standard and will be discussed with the awarded vendor. Per Part 27, D, roll off dumpsters will not be used for single stream household recycling. Clean concrete can be addressed case by case. We do not expect significant contamination in metals or white goods.

2. **Question:** How many copies of the printed response are needed?
   
   **Answer:** One copy that must include an original manual signature must be submitted.
3. **Question:** Page 15 #27, D. This section states that recyclable items could include clean concrete, metals, white goods, tires, etc. Will you use a roll-off for each of these materials types by itself? If not, will you consider recycling metal by itself in the roll-off dumpster? Tires are not recyclable. Will you exclude tires from being placed in the recycling roll-off dumpster? **Answer:** Yes, they would each have their own roll off and each material will be recycled according to industry standard. Please refer to the bid form where pricing is requested for each material.

4. **Question:** Page 15 #29, B. What is the name of the approved landfill that the contaminated loads must be taken to? **Answer:** Trail Ridge or other approved municipal landfill.

5. **Question:** Page 18 #45, The Most Favored Customer Status would not apply to this type of services contract because many different specific factors are used to calculate pricing such as distance to landfill, number of roll-off containers needed, etc. Will you please exclude this section as it is not applicable? **Answer:** No changes will be made to this section.

6. **Question:** Change in law – There is no provision to modify the agreement due to a change in law. Will the District add? **Answer:** No changes will be made to this section.

7. **Question:** Hazardous waste – if hazardous waste is found in a container is the responsibility of the proposer to dispose legally. While de minimis amounts may not be a problem, a more than minimal amount could be costly. Will the District consider allowing bidder to charge a hazardous waste per ton charge for disposal? **Answer:** No changes will be made to this section. DCPS will address hazardous waste on a case by case basis.

8. **Question:** Page 14, F. Certificate of Insurance – This section states that proof of the above required insurances must be provided by the Contractor prior to award. Does this mean that you require a Certificate of Insurance with the submission, is that correct? **Answer:** Certificate of Insurance will be requested at Award.

9. **Question:** Page 22, Bid Proposal Form. Item 25 states: estimated qty unit 20 tons, description 34-yard compactor. What is the material type? For example, is it concrete, tires, solid waste, etc. **Answer:** The estimated quantities in the “Disposal Charges” section are annually, not per pull. The compactor would contain solid waste.
10. **Question:** Where should the vendor list the 34-yard compactor lease rate? Does Duval Schools own their own compactors that they will be using?

   **Answer:** Pricing is for pull only on a 34-yard compactor with solid waste. We are not requesting lease pricing at this time.

11. **Question:** Page 11, #16 INSURANCE: Will you allow the Contractor to utilize the modified Insurance language below?

   A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.

   1. **Workers’ Compensation/Employers’ Liability.** The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

      (a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers’ Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

      (b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and
employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) or equivalent, with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Accident
- $1,000,000 Disease - Each Employee
- $1,000,000 Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) or equivalent, as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The
coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) or equivalent, filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS’s member, official, officer or employee for which the DCPS or DCPS’s member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) or equivalent, as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) or equivalent, endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by
an umbrella or excess policy) shall not be less than:
$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability and Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation, unless canceled of nonpayment of premium, to which (10) notice shall be given.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

   (a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

   (b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of
Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. DCPS shall have the right to visit VENDOR/CONTRACTOR’s office to review copies of the policy or policies providing coverage required by this section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR’s Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

E. The VENDOR/CONTRACTOR’s Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the
VENDOR/CONTRACTOR, or its Subcontractors or Sub- subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement. NOTICE: Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

Answer: No changes will be made to Special Conditions #16 INSURANCE pgs SC3 -S7.
INVITATION TO BID

www.duvalschools.org/purchasing

April 23, 2019

Buyer: Lucy Nasworthy
Phone: 904-858-4846

Bid Number: ITB-028-19/LN

Bid Title: ROLL-OFF DUMPSTER SERVICE

Term of Bid: August 1, 2019 through July 31, 2020 with renewal options.

Opening: Thursday May 16, 2019 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 1701 Prudential Dr., Suite 322 / Jacksonville FL 32207

Special Requirements:

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company’s principal place of business.

Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: __________________________________________________________

Mailing Address: ________________________________________________________________

City, State, Zip Code: ____________________________________________________________

Telephone: _______________ Toll Free: _______________ Fax: _______________

Email Address: _________________________________________________________________

Internet URL: _________________________________________________________________

Federal ID # or SS #: ________________________ Duns #: ____________________________

If you are a certified minority, state certifying agency: ____________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #42)

Initial _____ Initial _____

Delivery can be made within _________ calendar days after receipt of order.

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: _____________________________

Printed/Typed Name of Authorized Representative: _________________________________
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if, in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions of specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withhold such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C-0.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein.

   If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

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

________________________________________
Signature

________________________________________
Company Name

________________________________________
Name of Official (Type or print)

________________________________________
Business Address

________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

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<th>Title or Position</th>
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________________________________________
Signature

________________________________________
Company Name

________________________________________
Print Name of Certifying Official

________________________________________
Business Address

________________________________________
City, State, Zip Code
SUBMISSION OF BIDS

**Bids must be submitted prior to the time set for opening.** Bids are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Dr. Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. **Late bids are not considered** and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using [http://www.timeanddate.com/worldclock/results.html?query=jacksonville](http://www.timeanddate.com/worldclock/results.html?query=jacksonville).

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Pricing read during bid opening, is for informational purposes only. Prices will be verified during the bid evaluation process. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made.  
[www.duvalschools.org/purchasing](http://www.duvalschools.org/purchasing)  or  [www.demandstar.com](http://www.demandstar.com)

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Dr., Suite 322, Jacksonville, FL 32207. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

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’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) 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 (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR’S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name ____________________________ PR/Award or Project Name ____________________________

Name ____________________________ Title ____________________________

Signature ____________________________ Date ____________________________

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98)
AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Assistant Superintendent of Operations, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
BID NO. ITB-028-19/LN
ROLL-OFF DUMPSTER SERVICE
Opening Date: May 16, 2019

NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
1701 Prudential Dr.
Jacksonville, Florida 32207

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Name of Firm: ____________________________________________________________
Signature and Title: _________________________________________________________
Street Address or P.O. Box: _________________________________________________
City, State, Zip Code: _______________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this solicitation is to solicit firm prices for providing temporary and permanent roll-off dumpsters at various Duval County Public Schools (DCPS) locations and construction sites from date of award through July 31, 2020.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for four (4) additional one year periods, subject to the same provisions, terms, conditions and specifications as originally awarded, with pricing in accordance with SC #7 and 8 below.

3. **AWARD:** The award will be all-or-none. Contracts will be awarded to a **PRIMARY** contractor and a **SECONDARY** contractor. The lowest responsive and responsible bidder will be the **PRIMARY** contractor and ALL requirements for services will first be directed to them. The second lowest responsive and responsible bidder will be the **SECONDARY** contractor. In the event that the **PRIMARY** contractor cannot respond to a requirement within three (3) business days, DCPS reserves the right to direct the work to the **SECONDARY** contractor. If neither contractor can fulfill the requirement, DCPS reserves the right to revert to the open market to obtain necessary services.

   **For purposes of evaluation, this form will be interpreted as follows:**
   - **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of $0 will be deemed “included at no charge”.
   - **Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or “as specified” is entered the item will be considered to have insufficient information to evaluate.
   - **Failure to respond as requested may result in rejection of item(s) as non-responsive.**

4. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about **May 23, 2019** and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

5. **QUESTIONS:** Any questions and/or request for additional information should be directed to Lucy Nasworthy, in Purchasing Services, via email at nasworthyl@duvalschools.org placing this bid number (ITB-028-19/LN) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **April 30, 2019**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

6. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents’ bid.

   Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

   Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this ITB.
7. **ESCALATION OF HAUL/PULL RATES:** At each renewal of the contract, DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for all Urban Consumers (C-CPI-U) from Table indicating *Historical Chained Consumer Price Index for All Urban Consumers:* U.S., not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the District appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the contract renewal request. The contractor must request the increase in writing prior to the renewal of the contract.

8. **LANDFILL ESCALATION/DE-ESCALATION:**
   A. A letter from the governing authority stating the amount of increase and why the increase was necessary shall support a request for an increase due to any landfill price increases. DCPS will review and negotiate with the contractor a reasonable increase.
   B. No increases will be granted in the first term of the contract.
   C. The contractor must request the increase in writing.

9. **LINE ITEM BIDS AND CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

10. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.

11. **QUANTITIES:** The items listed in this solicitation will be ordered on an “AS NEEDED” basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed “ESTIMATED QUANTITY” is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids’ usage.

12. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.

13. **DELIVERY OF SERVICE:** The successful vendor shall not commence work prior to receipt of written notice of award and receipt of a purchase order. Before commencement of work, the vendor shall contact the Facilities Maintenance Contract Manager in the Contracted Services Department at (904)858-6310 to discuss scheduling and standard operating procedures.

14. **SUB-CONTRACTORS:** DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Contract Manager. The vendor will be fully responsible to DCPS for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.

15. **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
16. **INSURANCE:**

A. **Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCP and shall be maintained in force throughout the term of this Agreement.

1. **Workers’ Compensation/Employers’ Liability.** The Workers’ Compensation/Employers’ Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

   (a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than those which are required by the State of Florida or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   (b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

   (c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

   - $1,000,000 Each Accident
   - $1,000,000 Disease - Each Employee
   - $1,000,000 Disease - Policy Limit

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

   (a) The VENDOR/CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

   The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

   The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

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<thead>
<tr>
<th>Limit</th>
<th>Coverage</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>General Aggregate</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Products/Completed Operations Aggregate</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Personal and Advertising Injury</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence</td>
</tr>
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(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS’s member, official, officer or employee for which the DCPS or DCPS’s member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR’s insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

<table>
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<tr>
<th>Limit</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence - Bodily Injury and Property Damage Combined</td>
</tr>
</tbody>
</table>

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability,
Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or
DCPS’s member, official, officer or employee.

E. The VENDOR/CONTRACTOR’s Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.

**NOTICE:** Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

17. **HOLD HARMLESS/INDEMNIFICATION:** Nothing herein will obligate the District to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which the District could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of the District to any person or entity beyond those limits of liability for which the District could be held liable under section 768.28, Florida Statutes.

18. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto.

19. **SAFETY:** The Bidder shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Bidder shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.

20. **COMMUNICATIONS:** After the contract as been awarded, the awarded vendor shall then forward all communications, including invoices, to DCPS through:

   Facilities Maintenance Department
   129 King Street, Room 25
   Jacksonville, Florida 32204
   (904) 858-6310

DCPS will provide the contractor with the names of the personnel authorized to order services. The contractor shall only communicate and take orders through these authorized persons. DCPS reserves the right to refuse payment on any orders for service taken from individuals not on the authorized list.

21. **INVOICING:**
   A. The invoice shall be clear, concise and fully descriptive and contain the following information:
      1. Invoice number
      2. Service address(es)
      3. Description of waste (MSW, C&D, Yard Waste, etc)
      4. Landfill ticket reference number
      5. Unit prices for pulls, drop, landfill charges
      6. Quantity (tonnage) landfilled/recycled
7. Date of Service
8. DCPS Reference Number

B. A monthly invoice shall be provided. It shall list one cumulative dollar total for the entire month’s activity.
C. The invoice shall include a copy of the landfill/recycle tickets in the same order as they are shown on the invoice.

22. FUTURE CONSIDERATIONS: If, after the award of this contract, the contractor identifies additional roll-off services as advantageous to DCPS, then a price for these services may be negotiated and incorporated as a part of this contract. All proposals and resulting agreements shall be in writing.

23. CONTRACT ADMINISTRATOR: In order for DCPS to properly administer the roll-offs, it is mandatory that the awarded contractor(s) provide DCPS with the name of an individual. This person shall have the authority to make decisions and to administer the contract within the terms, conditions and specifications contained herein. This individual shall also have the authority to negotiate new services and their prices when applicable.

24. ROLL-OFF DUMPSTER: Roll-off dumpsters are expected to remain in good condition and not be excessively rusted or in otherwise unacceptable condition.

25. ROLL-OFF PULLS:
   A. Pulls must be completed within 72 hours of request, (except weekends or school holidays) unless other arrangements are made with the Contract Administrator.
   B. If, in the opinion of an on-site DCPS employee, a pull or placement of a roll-off would endanger or not be in the best interest of DCPS, then a pull or placement must not occur.
   C. Any rescheduling or time delay due to the fault of the contractor is at the expense of the contractor.
   D. Any rescheduling must be completed within 24 hours (except weekends or school holidays).
   E. If the roll off is not placed in the requested location and must be moved, the move will be at the expense of the contractor.

26. PULL AND RETURNS: If an order for a roll-off dumpster is for a pull and return, then the empty roll-off shall be sited immediately when the full load is pulled.

27. RECYCLING OF CONTENTS:
   A. Selected roll-off dumpsters are intended for recyclable items. The contractor shall be responsible for providing the proper recycling method for each specialty item. Landfilling is not considered recycling.
   B. DCPS has determined that recycling is environmentally correct and should result in savings versus landfilling. Therefore, it will be considered a violation of this contract to landfill recyclables.
   C. It is the responsibility of the contractor to determined markets and vendors for DCPS recyclables.
   D. Recyclable items could include clean concrete, metals, white goods, tires, etc. This will not include single stream household recyclables.

28. REVENUE: The successful contractor may retain revenue realized from the sale of recyclables.

29. CONTAMINATED LOADS:
   A. If, for any reason, a roll-off contains contaminated debris that was intended for recyclables, then it shall be reported as an exception to the DCPS representative. (see SC #20)
   B. All contaminated loads must be taken to an approved landfill.
   C. For bidding purposes, contaminated loads will be re-categorized as Municipal Solid Waste (MSW). Please include any Duval Franchise fees in your MSW bid item (See bid form)
30. **CONSTRUCTION AND DEMOLITION (C&D) LANDFILL:**  
   A. The C&D landfill shall be state approved and be fully licensed and permitted by the mandatory permitting authorities.  
   B. The name and address of the C&D landfill shall be provided with the bid. We require at least one landfill named on the bid document, but have two other optional spaces for alternate locations. DCPS personnel reserve the right to visit the landfill with the contractor.

31. **TEMPORARY ROLL-OFFS:**  
   A. Construction and renovation projects at DCPS create a demand for roll-offs at various sites for the removal of C&D debris. The contractor shall place these roll-offs as directed by DCPS personnel. Collection for removal and/or return of roll-offs shall be completed within 72 hours of the call, excluding weekends.  
   B. Temporary roll-offs may also be for MSW or specific recyclable materials, i.e., tires, metal, concrete, and appliances.

32. **PERMANENT ROLL-OFFS:**  
   A. Permanent roll-offs are so designated as to provide collections at the same location on a regular on call basis.  
   B. Permanent locations may be added or deleted as necessary.

33. **EMERGENCY SERVICES**  
   A. This ITB includes and **optional** emergency services bid item. This item **will not** be added to the final total and will not be used in determining the successful bidder. Entering “No Bid” in this section will not disqualify the bidder.  
   B. Emergency services are in the event of a storm or other catastrophic event. For this service, DCPS would request temporary roll off containers to be:  
      1. Delivered no later than 24 hours after request  
      2. Pull and return containers must be made within 24 hours after request  
      3. Loaded containers must be pulled no later than 24-48 hours after request.  
   **Please Note:** The contractor will not be asked to place employees or equipment in danger. The requests will only be made after the Emergency Operations Center or appropriate authority determines that the situation is safe to resume normal operations.  
   C. Containers would likely contain yard waste, MSW or C&D. Please include any applicable franchise fees in your price per pull.

34. **DEFINITIONS** (for purposes of pricing this contract):  
   A. **Pull Charge:** Fee for hauling solid waste or recyclables to the designated site.  
   B. **Delivery Charge:** Fee to deliver temporary roll-offs to a school or other designated site. Include any charges for exchanging a dumpster in the Pull Charge as defined above.  
   C. **Landfill Charge:** Fee charged for the disposal of waste or recyclables, priced per ton.  
   D. **Class 1 Landfill charge:** Fee charged for disposing of solid waste or contaminated loads, priced per ton.  
   E. **Municipal Solid Waste (MSW):** Trash that must go to the landfill and cannot be recycled  
   F. **Construction & Demolition (C&D):** Waste is generated from construction, renovation, repair, and/or demolition.  
   G. **Metal:** Metal goods or scrap metal that can be recycled  
   H. **White Goods:** Appliances, such as refrigerators, microwaves, etc  
   I. **Clean Concrete:** Concrete containing wire, mesh or rebar.  
   J. **Furniture:** Typical furniture that is used in a classroom or school setting. May be wood, plastic, or other materials and may or may not be able to be recycled.  
   K. **Pallets:** Wooden pallets that may or may not be able to be reused  
   L. **Mixed Paper:** Loose paper goods such as old text books, documents that do not require confidential document treatment, folders etc.
M. **Tires:** Loose tires typically dumped on school grounds

35. **REQUIRED INFORMATION:** When an order is placed for a roll-off, the contractor shall receive the following information from the Contracted Services representative:
   1. Name of person ordering service
   2. An exact location of placement
   3. Anticipated content of load
   4. DCPS Reference Number

36. **REPORTING:** A report shall be provided to DCPS on a monthly basis no later than the 15th of each month. Report shall detail weight pulled by category for the month including quarterly totals. Exact format of report is to be mutually agreed upon after award of contract. Preferred format is Excel.

37. **EMPLOYEES OF CONTRACTOR:** The contractor shall be responsible for the employee’s actions and conduct at all times while performing under this contract.

   **IDENTIFICATION:** I.D. badges and/or company logos on shirts or hats are required on all contractors’ personnel.

   **ATTIRE:** Proper attire shall be worn at all times.
   - Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
   - Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans are prohibited.

   **TOBACCO PRODUCTS:** Use of any form of tobacco is prohibited on school property, including all buildings and grounds.

   **SPEED LIMITS:** Employees shall adhere to on campus speed limits at all times.

   **DAMAGES:** Employees are to report damages to property on or around school grounds to their supervisor immediately. Then the contractor shall report the damages to the DCPS Contract Manger as soon as possible, but no longer than 4 hours after the damages have occurred.

38. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

39. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.stml](http://www.fldoe.org/teaching/professional-practices/background-screening-requirements.stml)) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

40. **FEDERAL FUNDS:** The bidder certifies by submission of their 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. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

41. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

   This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

   The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.
42. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

43. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

44. **AVAILABILITY OF FUNDS:** The District’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District’s Board and the availability of funds to pay for the goods and services in this Agreement. The District’s Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the District. The Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the District shall remain obligated to pay for all purchase orders for products or services fulfilled by the Contractor prior to the termination notice.

45. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

46. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

47. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.
48. **PUBLIC ENTITY CRIMES AFFIDAVIT**: 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 public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

49. **UNILATERAL CANCELLATION OF CONTRACTS**: Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

50. **CANCELLATION**: The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

51. **CIRCUMSTANCES BEYOND CONTROL**: Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 50. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

52. **PURCHASES BY OTHER PUBLIC ENTITIES**: Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

53. **PUBLIC RECORD**: Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida’s public records laws and also timely provide a certified copy of such protective order to the District prior to the District’s release of such information into the public domain.

54. **OPENING OF QUOTES**: The Florida Public Records Act § 119.071 (1) (b), Florida Statues., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption I not waived by the public opening of quotes.

55. **TRANSITION ASSISTANCE**: In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a roll-off dumpster service agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.
For purposes of evaluation, this form will be interpreted as follows: Unit price: Unit price should be numeric.

**Unit Price:** Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

**Failure to respond as requested may result in rejection of item(s) as non-responsive.**

**Calculations:** Estimated Pulls per Year x Price per Pull = Total Price

Bid prices shall include all associated costs (see SC# 15). No exceptions will be made.

**Items 1 through 25 awarded all-or-none.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty. Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>110 Pulls/yr.</td>
<td>20 yard, C&amp;D</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>2</td>
<td>80 Pulls/yr.</td>
<td>20 yard, MSW, . (Includes contaminated loads) Include Duval Co. Franchise Fees</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>3</td>
<td>70 Pulls/yr.</td>
<td>20 yard, Yard Waste</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>4</td>
<td>10 Pulls/yr.</td>
<td>20 yard, metal</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>5</td>
<td>5 Pulls/yr.</td>
<td>20 yard, white goods (appliances)</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>6</td>
<td>80 Pulls/yr.</td>
<td>20 yard, concrete, w/rebar, wire/mesh</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>7</td>
<td>4 Pulls/yr.</td>
<td>20 yard, tire</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>8</td>
<td>10 Pulls/yr.</td>
<td>40 yard, mixed furniture</td>
<td>$_______</td>
<td>$_______________</td>
</tr>
<tr>
<td>Item</td>
<td>Est. Qty. Unit</td>
<td>Description</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
<td>------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>9</td>
<td>4 Pulls/yr.</td>
<td>40 yard, mixed paper (no certificate required)</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per pull</td>
<td>Total</td>
</tr>
<tr>
<td>10</td>
<td>12 Pulls/yr.</td>
<td>40 yard, pallets</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per pull</td>
<td>Total</td>
</tr>
<tr>
<td>11</td>
<td>4 Pulls/yr.</td>
<td>20 yard milled asphalt</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per pull</td>
<td>Total</td>
</tr>
<tr>
<td>12</td>
<td>12 Pulls/yr.</td>
<td>34 Yd. Compactor</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Per Pull</td>
<td>Total</td>
</tr>
</tbody>
</table>

**Disposal Charges**

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty. Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>120 Delivery/yr.</td>
<td>Delivery charge per temporary roll-off</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charge/drop</td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>14</td>
<td>750 Tons</td>
<td>C&amp;D Landfill Charge</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charge/ton</td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>15</td>
<td>175 tons</td>
<td>Class 1 Landfill Charge</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MSW</td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>16</td>
<td>250 Tons</td>
<td>Yard Waste</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charge/ton</td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>17</td>
<td>30 Tons</td>
<td>Metal, Recyclable</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charge/ton</td>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>18</td>
<td>20 Tons</td>
<td>White Goods (Appliances)</td>
<td>$______</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charge/ton</td>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
### BID PROPOSAL FORM

**Name of Bidder:** ___________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>650</td>
<td>Concrete w/rebar, wire/mesh</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
<td>Tires</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>21</td>
<td>65</td>
<td>Mixed Furniture</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>22</td>
<td>20</td>
<td>Mixed Paper</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>23</td>
<td>50</td>
<td>Pallets</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>24</td>
<td>10</td>
<td>Milled Asphalt</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
<tr>
<td>25</td>
<td>20</td>
<td>34 yard Compactor</td>
<td>$_______  Charge/ton</td>
<td>$_____________ Total</td>
</tr>
</tbody>
</table>

**Total of Items 1 through 25** $___________________
### OPTIONAL BID ITEM

**EMERGENCY SERVICES (ES)**

(Please see SC #33)

Prices in this section will not be included in determining the successful bidder.

"No Bid" will not disqualify the bidder.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES1</td>
<td>20 yard, Yard Waste</td>
<td>$________ Per pull</td>
</tr>
<tr>
<td>ES2</td>
<td>20 yard, MSW (Includes contaminated loads) Include Duval Co. Franchise Fees</td>
<td>$________ Per pull</td>
</tr>
<tr>
<td>ES3</td>
<td>20 yard C&amp;D</td>
<td>$________ Per pull</td>
</tr>
<tr>
<td>ES4</td>
<td>Delivery charge per temporary roll-off</td>
<td>$________ Charge/pull</td>
</tr>
<tr>
<td>ES5</td>
<td>C&amp;D Landfill Charge</td>
<td>$________ Charge/ton</td>
</tr>
<tr>
<td>ES6</td>
<td>Class 1 Landfill Charge (Trail ridge) MSW</td>
<td>$________ Charge/ton</td>
</tr>
<tr>
<td>ES7</td>
<td>Yard Waste Landfill Charge</td>
<td>$________ Charge/ton</td>
</tr>
</tbody>
</table>
Name of bidder: ___________________________

Name of contract administrator (SC #23)
Name, Title:_______________________________
Phone #:___________________________________
E-Mail: ___________________________________

Name & address of C&D landfill (SC#30)
*At least one location is required. Additional locations optional

Business Name: ______________________________
Location Address: ____________________________
Phone #: ________________________________

Business Name: ______________________________
Location Address: ____________________________
Phone #: ________________________________

Business Name: ______________________________
Location Address: ____________________________
Phone #: ________________________________
ATTACHMENT A

Permanent Dumpster Locations

Permanent Locations (Subject to Change)

This list represents the current permanent dumpsters we have at the various sites listed. This list is always subject to change.

Maintenance Station I
3704 N Liberty Street
3 C & D

Maintenance Station II
2900 Powers Avenue
1 C & D

Maintenance Station III
2660 Strickland Street
3 C & D
1 Concrete
1 Tire

Consolidated Service Center
4880 Bulls Bay Highway
3 Mixed Furniture
1 MSW

Phillips Highway Annex
11231 Phillips Industrial Blvd.
1 C & D
3 MSW

Maintenance Station Grounds
7527 Haywood Dowling Dr.
3 Yard Waste

GCA Landscape Dept
129 King Street
2 Yard Waste
Frank H Peterson Academies
7450 Wilson Boulevard
1 C & D

A Philip Randolph Academies
1157 Golfair Boulevard
1 C & D

Douglas Anderson School of the Arts
2445 San Diego Rd.
1 C & D

**Potential Sites/Dumpsters**

This is a list of potential permanent dumpster services we may require in the future. There are no plans in place for any of these at this time, although you may see them on the bid pricing sheet. This list is for informational purposes only and pricing is for potential future use.

Nutrition Service Center
3405 Norman E. Thagard Blvd
34 Yd Compactor

Maintenance Station I
3704 N Liberty Street
1 Metal
1 White Goods

Maintenance Station II
2900 Powers Avenue
1 Metal
1 White Goods

Maintenance Station III
2660 Strickland Street
1 Metal
1 White Goods

Consolidated Service Center
4880 Bulls Bay Highway
1 Metal
1 Pallets
1 White Goods
Phillips Highway Annex
11231 Phillips Industrial Blvd.

1 Metal
1 White Goods