

**Santa Rosa County School Board**  
**RFP 22-14-WP Garbage Removal**

**SANTA ROSA COUNTY SCHOOL BOARD**

Dr. Karen Barber, Superintendent of Schools

Purchasing Department  
6544 Firehouse Road  
Milton, FL 32570-3411

Phone (850) 983-5130

Website: <http://sites.santarosa.k12.fl.us/purchasing/>

The Santa Rosa County School Board solicits a submission as listed in this request for proposal. All terms and conditions below are a part of this proposal request, and no proposals will be accepted unless all these terms and conditions have been met, unless superseded by the proposal specification. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals not submitted in accordance with this proposal request will be rejected.

**GENERAL TERMS AND CONDITIONS**

1. The purchasing department will be the point of contact for this proposal, unless otherwise noted in the proposal specifications. The Purchasing Agent regarding this proposal is **Wes Pavlicek** and can be reached at: (850) 983-5130 or [Pavlicekw@santarosa.k12.fl.us](mailto:Pavlicekw@santarosa.k12.fl.us) Under no circumstances are the superintendent of schools, board members, school administrators or any other school board employee to be contacted concerning this proposal until after award. Any such contact may result in proposal disqualification.
2. Price, quality, specifications, payment discounts, warranty, travel time for warranty service, ability to provide service and time of guaranteed delivery will be the determining factors in the awarding of this proposal.
3. Proposal price shall be the delivered and unloaded price to the designated point according to the purchase order. \*\*\* Collect shipments will be refused \*\*\* No deposits or requests for pre-payment will be allowed.
4. Proposals may be awarded or rejected in whole or item by item, with rights being maintained to make joint awards if in the best interest of the district. The Santa Rosa County School Board will retain all copyright and patent rights that may be created by the contract resulting from this proposal. These rights are to include, but are not to be limited to written works, computer software and mechanical devices that are created as a requirement of this proposal.
5. Enough detail is given in the proposal to describe the item being requested, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this proposal if any discrepancy exists.
6. Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information only to describe and establish general quality levels, not to limit competition. Such references are not intended to be restrictive. The bidder may offer any brand for which authorized to represent, which meets or exceeds the specifications for any and all items. If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number and indicate any deviations from the specifications. **IMPORTANT NOTE:** If offering an alternate, complete manufacturer's literature, giving full description of the alternate being offered, must be submitted. Failure to submit manufacturer's descriptive literature when offering an alternate can result in proposal rejection for failing to comply with proposal instructions. Any proposal lacking written indication of intent to quote an alternate brand will be considered and received as a proposal in complete compliance with the specifications as listed in the proposal. If upon receipt it is found not to meet specifications, payment will not be made and the item will be returned at the contractor's expense.
7. For Service and Term contracts, the board reserves the right to provide all services internally, and similar goods and services may be procured through a general contractor or other existing contract. The board also reserves the right to separately bid out large purchases of similar goods and services.
8. In the event more than one proposal is submitted for a line item, please indicate the alternate item by inserting "ALT" after the unit price.
9. To be considered all proposals must be submitted on the enclosed proposal form, properly signed by an authorized representative on the company placing the proposal, and delivery date stated.
10. In the event of an error in extending the total cost of an item, the total price submitted will prevail.
11. Proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> unless otherwise stated in RFP specifications. Proposals by telephone or fax will not be accepted.
12. The proposal opening shall be done publicly and at the time noted in the proposal specifications.
13. Tie proposals will be awarded to the bidder with the earliest postmark or if hand delivered, the earliest actual time noted or stamped on the envelope. It is the bidder's responsibility to ensure the actual date and time are noted on the envelope.
14. A notice of intended decision will be posted in the office of the Purchasing Director one week prior to award. A notice of intended decision will be furnished only to bidders who supply a self-addressed, stamped envelope with their proposal or by downloading

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from the purchasing department internet web site at <http://sites.santarosa.k12.fl.us/purchasing>. Bidders and interested parties may examine the proposal tabulations and files during normal business hours (public record) after proposals have been awarded.

15. Rights are reserved to purchase additional quantities at proposal price.
16. Based on School Board Policy [7.70 X](#), Direct Purchasing, the School District may elect to purchase materials and equipment included in a contractor's proposal directly from the supplier.
17. Payment will not be made until an order is completed in full.
18. The successful bidder will allow duly authorized representatives of the board, the Auditor General of the State of Florida, the Comptroller General of the United States, or other authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
19. When contract is federally funded, retention of all required records is to be for three years after grantees or sub grantees make final payments and all other pending matters are closed in accordance with [2 CFR 200.333](#).
20. Failure to file a protest within the time prescribed in Section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All contact in this regard to be made exclusively with the Purchasing Department. In the event of litigation involving this contract, the venue shall be Santa Rosa County Florida. Arbitration will not be an acceptable means to resolve disputes.
21. Conflicts of interest as per [F.S. 287.057\(17\)](#):
  - a. The contractor must provide in writing any potential conflict of interest, real or apparent, to the School District. This could include, but is not limited to any School Board Member or employee holding an office in the contract company.
  - b. Any employee of the contractor that may have a conflict of interest in the proposal, real or apparent, must recuse themselves from the submission process.
  - c. Failure to disclose any potential conflict of interest could result in disqualification of the vendors proposal as a nonresponsive bid or termination of the contract for cause if the contract has already been awarded.
22. Notice of noncompliance per [2 CFR Appendix II to Part 200\(A\)](#) and [Florida Statute 287.058](#): should a contractor fail to fulfill obligations in part or whole of the contract award, the School Board will issue a Notice of Noncompliance to the contractor. The Notice of Noncompliance will detail the infraction(s), remedy(ies) and the date in which compliance must be met. Failure to correct the deficiencies after the issuance of the notice, the School Board will move to terminate the contract as outlined in paragraph 23 below.
23. Termination per [2 CFR Appendix II to Part 200\(B\)](#) and [Florida Statute 287.058](#):
  - a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the bidder to fulfill contractual obligations. The School Board shall terminate by delivering to the bidder a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the bidder shall:
    - i. Immediately discontinue all services affected (unless the notice directs otherwise).
    - ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
  - b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination.
  - c. If the termination is due to the failure of the bidder to fulfill its obligations under the contract, The School Board may:
    - i. Require the bidder to deliver any work described in the Notice of Termination.
    - ii. Take over and prosecute the same to completion by contract of otherwise and the bidder shall be liable for any additional cost incurred by the School Board.
    - iii. Withhold any payments to the bidder for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the bidder.
  - d. In the event of termination for cause, the School Board shall be liable to the bidder for reasonable costs incurred by the bidder before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
24. (Service proposals only) Insurance required to be carried shall include:
  - a. Insurance
    - i. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance.
    - ii. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies.
    - iii. The Company shall provide Certificates of Insurance to the District's Risk Manager at 6032 Hwy 90, Milton, FL, 32570 prior to the start of any work under this contract.
    - iv. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.

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- v. All insurance policies shall be issued by companies either of the following qualifications:
  - vi. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
  - vii. With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
  - viii. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
  - ix. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability
  - x. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
- b. Indemnification / Hold Harmless
- i. Contractor agrees to indemnify and hold harmless the School Board, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of Contractor's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Agreement; (b) Contractor's material breach of this Agreement or law; or (c) any failure by Contractor to pay its suppliers or any subcontractors. In addition, Contractor shall indemnify, protect and hold the School Board harmless against all claims and actions brought against the School Board by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by Contractor, except when School Board, or required Contractor to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement. Contractor shall not indemnify the School Board for intentional or negligent conduct of the School Board or any other cause of action caused by or through the fault of the School Board.
  - ii. The School Board agrees to indemnify and hold harmless Contractor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School Board's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Agreement; or (b) the School Board's material breach of this Agreement or law. In addition, the School Board shall indemnify, protect and hold Contractor harmless against all claims and actions brought against the Contractor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School Board or required by the School Board to be used by Contractor, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement.
  - iii. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections i and ii above, the School Board and Contractor do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections i and ii above, the School Board and Contractor shall notify one another of any such claim promptly upon receipt of same. The School Board and Contractor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the School Board or Contractor choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have

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authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Agreement.

Direct all insurance inquiries to Risk Management (850) 983-5007.

25. Person or persons submitting a proposal who contends that all or part of the proposal, (record), is exempt from inspection and copying, shall state the basis of the exemption, (on the proposal document, in writing), that he or she contends is applicable to the record. This is to include the statutory citation to an exemption created or afforded by statute.
26. Other governmental agencies or governmental agencies which qualify under State Board of Education 6A-1.012 and Board of Governors regulation 18.001 may purchase from this bid if approved by the winning contractor.
27. In accordance with Florida Statute 1011.14, funding is subject to availability of appropriated funds.
28. **The Jessica Lunsford Act:** The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: [http://laws.flrules.org/files/Ch\\_2005-028.pdf](http://laws.flrules.org/files/Ch_2005-028.pdf). The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: <http://srcsdhumanresources.weebly.com/jessica-lunsford.html>
29. As per [Florida Statute 119.071](#) (Public Records) sealed proposals, proposals or replies received by an agency in response to a competitive solicitation shall be exempt from public inspection or copying until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.
30. (Service Contracts Only) Pursuant to [Florida Statute 119](#), the contractor must follow all public records law.
- 31. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5030, WestE@santarosa.k12.fl.us, OR 6032 HWY 90, MILTON, FLORIDA 32570.**
32. A contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under [Florida Statute 119](#).
33. The School District has reviewed Florida State purchasing agreements and state term contracts.
34. (Online Software Services Only) The District takes the confidentiality and security of our student information very seriously. The contractor must adhere to the following:
  - a. Maintain confidentiality of all data.
  - b. Use provided data only for the specified purpose.
  - c. Take all steps reasonably necessary to protect confidential information and to prevent confidential information from falling in to the public domain or into the possession of unauthorized persons.
  - d. Destroy or return all data to the District upon termination of the contract.
  - e. Encrypt the Data by SSL or other cryptographic method anytime it is transmitted electronically.
  - f. Sign the District's Data Disbursement Confidentiality Disclosure Agreement, yearly, which can be reviewed at this link: <https://www.santarosa.k12.fl.us/docsabc/> or sign the Student Privacy Pledge at <https://studentprivacypledge.org/>, in lieu of signing the confidentiality agreement, and remain a valid signatory.
  - g. Provide no-cost support for one of the following methods of federated Single Sign-On through our SSO platform ClassLink (classlink.com), excluding any Clever integration, if student or teacher login is required:
    - a. LTI 1.0 or higher
    - b. OAuth 2.0
    - c. SAML
    - d. ADFS
  - h. Use [IMS Global OneRoster v1.1](#) REST API or accept OneRoster CSV files via SFTP using ClassLink Roster Server (<https://www.classlink.com/rosterserver/>), excluding any Clever handshakes, if student or teacher login is required and service requires rosters. OneRoster integration must use OneRoster enrollments data to create class structures and enroll students.
  - i. Automatically provision (create) accounts on first launch for services that do not require roster data.

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35. Contractors must comply with the Equal Employment Opportunity provisions of [41 CFR Part 60](#). Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
36. Contractors must comply with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the Federal awarding agency.
37. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
38. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
39. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
40. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
41. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
42. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
43. Prohibition on certain telecommunications and video surveillance services or equipment—Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned

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or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See [Public Law 115-232](#), section 889 for additional information. (d) See also [§ 200.471](#).

44. Domestic preferences for procurements—As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
45. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

**\*\*\* PROPOSAL SPECIFICATIONS \*\*\***

The Santa Rosa County School Board, Milton Florida, solicits your company to submit a proposal on RFP 22-14-WP Garbage Removal as listed in this proposal request. All terms and conditions below are a part of this proposal request. No proposals will be accepted unless these terms and conditions have been met. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals which are not submitted in accordance with this proposal request will be rejected.

**Pre-proposal Conference:** Detailed information will be discussed at a pre-proposal conference to be held **July 14 at 9:00 AM CDT**, at the Santa Rosa County School Board **6032 Hwy 90 Milton, FL**. Additionally, the pre-proposal conference will be offered by virtual meeting via Microsoft Teams:

[Click here to join the meeting](#)

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzQyNDc3NDQ0tNWFjOC00ZTI3LWE3MGQtNWE2YWI5MmUxNGY2%40thread.v2/0?context=%7b%22Tid%22%3a%224451d2cd-d9cf-4901-bd90-8b5962cdf7e%22%2c%22Oid%22%3a%22f63fe0c0-0db6-4d2d-9223-171e407686da%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQyNDc3NDQ0tNWFjOC00ZTI3LWE3MGQtNWE2YWI5MmUxNGY2%40thread.v2/0?context=%7b%22Tid%22%3a%224451d2cd-d9cf-4901-bd90-8b5962cdf7e%22%2c%22Oid%22%3a%22f63fe0c0-0db6-4d2d-9223-171e407686da%22%7d)

For those that are not able to join this virtual meeting you may call in with the following phone number: **+1 850-400-4211**, then enter the conference **874754459#** when prompted.

The first five (5) minutes of the conference will be for distribution of documents and for contractors to sign in. The conference will be recorded, with the resulting recording becoming a part of the documentation for this solicitation. Copies of the recording will be made available to interested parties by notifying the Purchasing Department.

**Term of Contract** - The contract resulting from this proposal shall be for a five (5) year period, if funded, beginning on or about **January 01, 2023** and ending **December 31, 2027**. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege within 120 calendar days prior to the next anniversary date without prejudice. The resulting contract from this proposal may be canceled by the Santa Rosa County School Board, at any time, for the contractor's failure to comply with proposal specifications. Funding for this proposal is subject to availability of appropriated funds. Invoices are to be broken down and detailed as per items listed on proposal form and will be audited for the length of this contract.

**Evaluation of Proposals** - A committee will review and rank proposals based on various factors, including but not limited to company history, qualifications, location, performance references, responsiveness and price. Presentations may be requested of the top ranked contractors. If necessary, the committee will enter into negotiations with the company that receives the number one ranking.

**Weighted Categories**

Category	Weight	Considerations
Experience	1	Time in Business, Size of Accounts Serviced
Performance	2	Performance history, service response times
Pricing/Warranty	3	Invoice Base Rate, equipment, services, % discounts

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**Submission of Proposals** – All proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> prior to 3:00 PM CDT, **August 31, 2022**. All documents requested shall be uploaded by the vendor to the BidNet Direct. Proposals submitted will be publicly reviewed in the Director of Purchasing and Contract Administrator’s office at **3:15PM CDT, August 31, 2022**, to be acknowledged and referred to the Purchasing Manager for tabulation and to the Committee for evaluation. The notice of intended decision will be posted by **4:00PM CDT, October 6, 2022**. The contract award will be at the School Board meeting of **October 13, 2022**, or a later date if additional study is required. Those submitting proposals and interested parties are invited and encouraged to attend both the opening and award. Only the names of the companies submitting a proposal will be announced verbally at the RFP opening per Florida Statute 119.071.

Visit <https://sites.santarosa.k12.fl.us/purchasing/registration/intro.htm> to register with BidNet Direct in order to submit a bid for this solicitation.

**Questions and Answers** – Questions are to be submitted electronically through BidNet Direct no later than 3:00 PM CDT, **July 28, 2022**. Questions will be reviewed and those determined to be relevant to the RFP will be answered and posted by **July 29, 2022** to BidNet Direct.

**Pricing** - Pricing shall remain the same as the original proposal for the initial contract year. Price adjustments shall be based on the latest version of the Consumer Price Index (CPI) for All Urban Consumers, All Items, U.S. City Average, and non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Up-to-date detailed reports can be found at <https://www.bls.gov/news.release/cpi.t02.htm>. Reference price adjustments with the current CPI data according to the time of the annual price adjustment request of Table 02 from the link in this paragraph using the non-seasonally adjusted structure.

A **price adjustment** may be approved on an annual basis following the initial contract year, using the methodology outlined in this section by the U.S. Bureau of Labor Statistics. To request a price adjustment, Contractor shall submit a letter stating the percentage amount of the requested adjustment and adjusted price to the Director of Purchasing no less than the dates specified in the table below. The table below in this section will be utilized for submission cutoff dates for price adjustments, and price adjustment effective dates (if permitted). The letter shall include the complete calculation provided by the U.S. Bureau of Labor Statistics in the links above, and a copy of the CPI index table used in the calculation. The maximum allowable increase shall not exceed 3%, unless authorized by the Director of Purchasing. If approved, the price adjustment shall become effective on the following annual date listed in the table below. All price adjustments must be accepted by the Director of Purchasing and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the original term of the contract, the Contractor shall notify the Director of Purchasing of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the date of the next contract year under the original contract terms. If the Contractor fails to pass the decrease on to the School District, the School District reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the School District Vendor List for a period of time deemed suitable by the School District.

In the event of this occurrence, the School District further reserves the right to utilize any options as stated herein.



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Price adjustments	Adjustment Request cutoff date	Effective Date
Year 1	Proposed price remains	Proposed price remains
Year 2	01-Oct-23	01-Jan-24
Year 3	01-Oct-24	01-Jan-25
Year 4	01-Oct-25	01-Jan-26
Year 5	01-Oct-26	01-Jan-27

**SCOPE OF WORK**

**A. Supervision, Staffing, Equipment & Supplies:**

1. The Contractor shall furnish its own office/warehouse, facilities, communications, management, supervision, labor, vehicles, materials, equipment, and supplies to accomplish the work specified herein. To include enough fleet to cover operations for any unforeseen maintenance issues.
2. The Contractor shall keep all containers, regardless of size and configuration, operational, well maintained and in good working order. Containers are to be free of leaks, have no excessive odor, and drains be capped/plugged. Containers are to be properly placed in their assigned locations at each site. It will be the responsibility of the garbage disposal service driver to communicate any reportable conditions listed above in this paragraph.
3. The Contractor shall not pack, compact, release trash, purge fluids or effluent of any type, from any containers, regardless of size or configuration, while providing services at any facility within Santa Rosa County School District. It shall be the sole responsibility of the contractor to provide all labor, equipment, materials, supplies, and associated cost for any site cleanup.
4. The Contractor shall provide sufficient staff to ensure services are provided in compliance with all requirements, conditions and standards as specified herein.
5. Dumpster type containers are to be supplied by the Contractor. Containers must be in new or like new condition. Each site currently has locations for garbage containers; provided containers must fit in these locations. Upon notification from the School District Contract Manager, repairs to damaged container lids, missing plugs or leaks must be completed and notification of completion sent to the School District Contract Manager within five (5) working days of the original notification by the contract Manager.
6. The Contractor shall comply with all federal, state, and local health regulations and dispose of all garbage in designated and approved areas. Failure to comply with health regulations will be considered as reason for cancellation of contract. Garbage areas are to be maintained odor free.
7. All containers are to be marked “Do Not Block” and given unique identification numbers to be used as a reference as needed when discussing individual containers.
8. The Contractor will assume all liability for the actions of its employees while fulfilling this contract. The Contractor will assume all liability for all injuries incurred while fulfilling this contract and hold the SRCSB harmless in all actions.

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**B. Safety**

1. As soon as discovered, the Contractor shall report any hazardous conditions and items in need of repair to the School District Contract Manager.
2. Large, flat top, 8 yd containers must have side door access to allow ease of garbage disposal by SRCSB employees.
3. The Contractor shall ensure safe performance of the work with particular attention to all OSHA safety requirement.
4. The contractor shall include proposed pricing of bear-proof containers and/or bear-proof locking mechanisms, if available.

Is there an additional set-up cost or fee per mechanism for each container? Yes \_\_\_\_\_ No \_\_\_\_\_

**C. Areas and Hours of Service**

1. The Santa Rosa County School District reserves the right to add future site/locations per contract pricing for each addition.
2. Contractor shall be expected to work around school start/ending times, bus loading/unloading, lunch hours, after school care, or any other school related function to prevent delays in school operations.
3. All services shall be provided to Santa Rosa County District as specified on Service Schedule; however, additional pickups may be requested by the School District Contract Manager. If a scheduled pickup is missed, the pickup needs to occur the same day as scheduled or by 12:00 PM the following day. The Contractor shall notify the School District Contract Manager anytime a scheduled pickup is missed.
4. An online, trackable, service calendar shall be created for real time updates to reflect pick-up schedule for each site, missed pick-ups, and waste removal company closure days. This service calendar should be updated, at minimum, every 48 hours.
5. Service will not be required on the following days. However, service is required on or the day before school opening and closure dates to ensure site is ready for use upon return of students and/or staff.  
Spring Break                      Thanksgiving Break                      Christmas Break                      New Year's Day
6. After award has been made and approved by the board, a start-up meeting will be held with the Contractor and District personnel to establish the time frame to start service, set schedules, site review, meet administrators, staff, and School District Contract Manager. All meetings will be scheduled at a mutually agreeable date and time for all parties, typically within five (5) days of contract award.
7. Payment for services will be on a monthly basis based on the number of scheduled pick-ups per site, at a constant rate per month, payable in the month following when services were rendered.

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**D. References**

1. Provide a minimum of three (3) references, from clients either past or current, from whom Contractor has provided similar service as listed in this RFP. References shall include, at a minimum, client and/or School District's name, address, contact name, contact telephone number, and project summary provided.

**E. Conflict Of Interest**

1. Any contract entered into pursuant to this RFP will be subject to the provisions of Chapter 112, Part III, Florida Statutes, (Code of Ethics for Public Officers and Employees). Respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of the District, the State of Florida, or any of its agencies. Further, all respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the respondent's firm or any of its branches.

**F. Service Schedule**

<b>School/Dept.</b>	<b>Address</b>	<b>Number of Containers</b>	<b>Size of Containers by the Yard</b>	<b>Pickup Per week</b>
<b>GROUP I</b>				
Bagdad Elementary	512 Forsyth St., Bagdad, FL 32583	2	8	5
East Milton Elementary	5156 Ward Basin Rd., Milton, FL 32583	2	8	5
Locklin Technical Center	5530 Berryhill Rd., Milton, FL 32570	4	6	3
Admin. Support Complex	6544 Firehouse Rd., Milton, FL 32570	2	8	5
<b>GROUP II</b>				
Bennett C. Russell Elementary	3740 Excalibur Way, Milton, FL 32583	2	8	5
SS Dixon Primary	4585 SS Dixon Rd., Pace, FL 32571	2	4, 8	5
SS Dixon Intermediate	5540 Education Drive, Pace, FL 32571	3	8	5
Pea Ridge Elementary	4775 School Lance, Pace, FL 32571	2	8	5
Pace High	4065 Norris Rd., Pace, FL 32571	4	8	5
Berryhill Elementary	4900 Berryhill Rd., Milton, FL 32570	3	4, 8(x2)	5
Sims Middle	5500 Education Dr., Pace, FL 32571	2	4, 8	5
Avalon Middle	5445 King Arthurs Way, Milton, FL 32583	3	8	5
<b>GROUP III</b>				
Central	6180 Central School Rd., Milton FL 32570	5	6, 8(x4)	3
Chumuckla Elementary	2312 Hwy 182, Jay, FL 32565	2	8	3
<b>GROUP IV</b>				
Jay Elementary	13833 Alabama St., Jay, FL 32565	1	8	2
Jay High	3741 School St., Jay, FL 32565	3	8	2
<b>GROUP V</b>				
Oriole Beach Elementary	1260 Oriole Beach Rd., Gulf Breeze, FL 32561	2	4, 8	5
East Bay K8	2535 Elkhart Drive Navarre, Florida 32566	3	8	5
Holley Navarre Primary	8019 Escola St., Navarre, FL 32566	3	8	5
Holley Navarre Intermediate	1936 Navarre School Rd., Navarre, FL 32566	3	6	5
Holley Navarre Middle	1976 Williams Creek Rd., Navarre, FL 32566	3	6, 8 (x2)	5
Navarre High	8600 High School Blvd., Navarre, FL 32566	6	6 (x2), 8 (x4)	5
West Navarre Intermediate	1970 Cotton Bay Lane, Navarre FL 32566	3	8	5
West Navarre Primary	1955 Lowe Rd., Navarre, FL 32566	3	6, 8 (x2)	5
Woodlawn Beach Middle	1500 Woodlawn Way, Gulf Breeze, FL 32561	3	8	5
Transportation Dept. S/E	8047 Escola St., Navarre, FL 32566	1	4	2

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1. Is there an initial setup fee for the placement of these containers? Yes \_\_\_\_\_ No \_\_\_\_\_

a) If so, what is the one-time setup fee per container at initial placement for the start-up of this contract?

4 yard container \$ \_\_\_\_\_

6 yard container \$ \_\_\_\_\_

8 yard container \$ \_\_\_\_\_

**G. Additional Services Schedule:**

The SRCSB reserves the right to add/delete/change the container type for any location listed, to include new sites and locations.

1. Price per container to include cost per collection of garbage.

4 yard container - \$ \_\_\_\_\_ per collection

6 yard container - \$ \_\_\_\_\_ per collection

8 yard container - \$ \_\_\_\_\_ per collection

a) Is there a one-time setup fee for the addition of containers beyond the base number provided as established in item F: Service Schedule? Yes \_\_\_\_ No \_\_\_\_  
If so, what is the cost per container?

4 yard container \$ \_\_\_\_\_

6 yard container \$ \_\_\_\_\_

8 yard container \$ \_\_\_\_\_

2. The District also utilizes roll-off containers on an “as needed” basis. Price per container to include cost per collection of garbage.

10 yard roll-off container - \$ \_\_\_\_\_ per collection

20 yard roll-off container - \$ \_\_\_\_\_ per collection

30 yard roll-off container - \$ \_\_\_\_\_ per collection

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- a. Is there a one-time setup fee for a roll-off container? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, what is the cost per container?

10 yard roll-off container \$ \_\_\_\_\_

20 yard roll-off container \$ \_\_\_\_\_

30 yard roll-off container \$ \_\_\_\_\_

5. The contractor shall include proposed pricing of bear-proof containers and/or bear-proof locking mechanisms, if available.

Is there an additional set-up cost or fee per mechanism for each container? Yes \_\_\_\_\_ No \_\_\_\_\_

**H. Additional Services Continued – (Recycling Program)**

SRCSB may pursue services of a qualified contractor for the removal of recyclable materials on a recurring basis from all SRCSB facilities at any point during the term of this contract. The cost of the recycling services shall include collection containers that will be provided based on the services of commingled single stream recycling.

The Contractor shall:

1. Provide a primary point of contact. The Contractor will work with School District Contract Manager or representatives to coordinate collections, resolve problems, and develop improvements to the program.
2. Provide an implementation and delivery schedule of containers for initial setup for each location listed in the Service Schedule within five (5) business days after contract award or an agreed upon date.
3. Provide collection service at least one (1) time per week for each container. Recyclable container shall be one (1) eight (8) yard container. Schedule to be submitted to the School District Contract Manager and agreed upon after contract award.
4. Have and maintain all applicable permits required to be in compliance with Federal, State, and local laws, regulations and ordinances.
5. Be solely responsible for any disposal costs associated with the collection of the recyclables.
6. Specify which recyclables can be commingled together in the recycling container at the source of collection.
7. Have the capability to provide recycling containers, the quantity; size, design and location of which shall be subject to approval by the District Contract Manager. All containers shall have a uniform design, durability, and rust resistance.

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8. Furnish, set in place and maintain collection containers.
9. Ensure that all recycling containers are clearly labeled as Recycle Only.
10. Be responsible for keeping containers clean and for cleaning up any spills that may result from its collection activities.
11. Collect, process, prepare and sell all specified recyclable materials to brokers or end-users, ensuring that the materials are actually recycled.
12. Furnish to the School District Contract Manager monthly reports, in an electronic spreadsheet format, due by the tenth (10th) of each month, which include details about:
  - a. The amount by weight, in units of pounds and tons, of all recyclables by type collected from each location.
  - b. The amount of contaminants/residues or non-recyclable materials collected including descriptions of the materials and means of disposal used.
  - c. Documentation of all work completed in the prior month.
13. Assist the School District Contract Manager in educating employees about proper recycling procedures.

**I. Recyclable Service Schedule**

The District reserves the right to add/delete/change the container type for any location listed that is utilizing recycling services.

1. See Item F: Service Schedule for list of locations to be serviced. One (1) eight (8) yard container for recyclable materials shall be placed at each location as needed. Collection should be a one (1) time per week. Price per container to include cost per collection of recyclable material.

8 yard container - \$ \_\_\_\_\_ per collection

2. Is there an initial setup fee for the placement of these containers? Yes \_\_\_\_\_ No \_\_\_\_\_

- a) If so, what is the one-time setup fee per container at initial placement for the start-up of this contract?

8 yard container \$ \_\_\_\_\_

**J. Additional Service Schedule for Recyclable Materials:**

The District reserves the right to add/delete/change the container type for any location listed that is utilizing recycling services.

1. Price per container to include cost per collection of recyclables.

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4 yard container - \$ \_\_\_\_\_ per collection

6 yard container - \$ \_\_\_\_\_ per collection

8 yard container - \$ \_\_\_\_\_ per collection

- a) Is there a one-time setup fee for the addition of containers beyond the initial setup of one (1) recyclable container for each location? Yes \_\_\_ No \_\_\_  
If so, what is the cost per container?

4 yard container \$ \_\_\_\_\_

6 yard container \$ \_\_\_\_\_

8 yard container \$ \_\_\_\_\_

**K. Penalties**

1. Penalties to be considered:

- a) Missed pickups must be credited per contract pricing, per pick up, if not picked up on the same scheduled working day or the following day by 12:00 PM of the reported missed pick-up and the credit must be reflected on the current invoice period the missed pick-up falls under. If the following day of the missed pick-up is a scheduled pick-up day, the credit must be given for the missed pick-up for the prior day and reflected on the invoice period the missed pick-up falls under.
- b) Failure to replace requested damaged container(s) within 5 working days of being notified by the contract manager will result in a penalty of the pick-up cost of the container, per day, for each day the container is not replaced after the initial 5 working days window.

**Documents Required**

1. The following is a list of documents to be submitted with your proposal. Your documents must be submitted through Florida Purchasing Group (BidNet Direct).
- a) E-Verify form
  - b) Conflict of Interest form
  - c) Certification Regarding Lobbying form
  - d) Disclosure of Lobbying Activities form
  - e) Drug Free Workplace form
  - f) Public Entity Crimes form
  - g) Business Description: Summary of Company/History/Structure
  - h) Summary of fleet/equipment to be dedicated for this contract
  - i) Santa Rosa County Business License
  - j) Pricing Schedule for Garbage Collection and Recyclable Collection Services
  - k) Summary of Recyclable Program
  - l) References