

REQUEST FOR PROPOSAL

BID No. 062018

Solid Waste and Recycling Services



Sandon Schwartz
Deputy Superintendent

Contact:

Susan Harautuneian
Director of Purchasing
1205 S Madera Avenue
Madera, CA 93637
559-675-4609

susanharautuneian@maderausd.org

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MADERA UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

Notice is hereby given that Madera Unified School District (MUSD) will receive sealed BID's for **BID No.062018** for Solid Waste and Recycling Services. Services must be fully compliant with all applicable requirements including all District and County of Madera CA policies and regulations, and all State and Federal laws.

BID's must be received prior to **10:00 a.m. On September 6, 2018**. In addition, three (3) hard copies of the bids should be clearly marked with the Bid No. and mailed to.

Purchasing Department of Madera Unified School District
1205 S. Madera Avenue, Madera, CA 93637
Attn. Susan Harautuneian

Proposals received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted. The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the BID documents may be downloaded from **Madera Unified School District Purchasing Department Website** <http://www.madera.k12.ca.us/Page/6706>

Refer questions to Susan Harautuneian via email @susanharautuneian@maderausd.org no later than Friday August 31, 2018 by 10:00 a.m. Only questions received via email will be responded to.

**Published August 17, 2018
August 24, 2018**

BIDDERS CHECKLIST

BID No.062018– Solid Waste and Recycling Services

Submit this checklist with your BID documents. Vendors shall complete and submit all required documents for BIDs to be considered responsive.

Required

1. Prime Point of Contact Sheet
2. Insurance Coverage
3. Request for References
4. Non Collusion Declaration
5. Worker's Compensation Insurance Certificate
6. BID Pricing Sheet/s (see attachments-Trash and Recycle Schedules-site specifics)

If Applicable/As Required

1. Addenda – signature page of all Addenda issued

Documents required on the checklist but not included in your BID submittal may render your BID non-responsive and ineligible for award.

BIDs received by Madera Unified School District by the scheduled BID opening time will be opened by staff, but are subject to verification that all the required documents have been submitted.

Submitted By:

Company Name

Contact Person

Address

Telephone

City, State, Zip Code

Fax Number

GENERAL INFORMATION

All questions are to be directed to Susan Harautuneian, Director of Purchasing, via e-mail: susanharautuneian@maderausd.org no later than 10:00 a.m., Friday August 31, 2018

- A. One (1) original and three (3) copies of proposal must be submitted in a sealed envelope with the words "BID No. 062018 – Solid Waste and Recycling Services" clearly marked on the outside, no later than **10:00 a.m., September 6, 2018** to the following address:

**Madera Unified School District
Susan Harautuneian
Director of Purchasing
1205 S Madera Avenue
Madera, CA 93637**

BIDs received later than the aforementioned date and time will be returned to Vendor unopened. Facsimile (FAX) copies or e-mailed BID will not be accepted.

- B. In order to control information disseminated regarding this Request for Proposals, vendors interested in submitting proposals are directed **not** to make personal contact with members of the Board of Trustees. Failure to do so may result in the revocation of the submitted proposal from review.

The District reserves the right to accept or reject any or all BIDs, to select a qualified vendor with or without interviews and to negotiate with any or more than one of the responsible submitters. Submitters shall be responsible for any and all expenses that they may incur in preparing proposals. Responses received from this BID will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the Board.

SCOPE OF WORK

The Madera Unified School District ("District") invites proposals for furnishing Solid Waste and Recycling Services. The District desires to contract with one vendor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries.

This (BID) solicits a cost per container per number of pickups for waste and costs for a recycling program.

For purposes of the Bid, consider the content 50% Waste vs. Recycle

The current solid waste container size and pick-up schedule for the months school is in session is as follows: summer vacation schedules will be adjusted for site needs

Solid Waste Disposal and Recycling Service Schedule

The proposed solid waste bins and recycling bins, and the required pick up and disposal schedules are as follows:

(See Below Spreadsheets for site information and pickup schedules.)

Compensation:

State how much you expect to be compensated for all your services:

Total Cost for Trash

\$ _____ Written Amount _____

Total Cost for Recycling

\$ _____ Written Amount _____

Total Cost M & O

\$ _____ Written Amount _____

Total Cost for Trash, Recycling & / M & O

\$ _____ Written Amount _____

Total Cost for Compactor **(BIDDER TO PROVIDE PER PICK UP COST)**

TRASH						
BID No.062018-Solid Waste and Recycling Services						
Madera Unified School District						
TRASH SCHEDULE-Form to be submitted with Bid Packet						
NAME	ADDRESS	SIZE-YARD	QTY	FREQ	MONTHLY COST	SCHEDULE
Adams Elementary School	1822 National (Trash)	6	1	3		M/W/F
Alpha Elementary School	900 Stadium (Trash)	6	1	3		M/W/F
Berenda Elementary School	2680 Club (Trash)	6	1	4		M/T/TH/F
Caesar Chavez Elementary School	2600 E Pecan (Trash)	6	1	4		M/T/W/F
Child Nutrition Center	769 S Pine (Trash)	6	1	3		M/W/F
District Office	1902 Howard (Trash)	6	1	1		TH
Dixieland K-8 School	18440 Road 19 (Trash)	6	1	2		M/TH
Eastin Arcola K-8 School	29551 Ave 8 (Trash)	6	1	2		M/TH
Howard K-8 School	13878 Rd 21 1/2 (Trash)	6	1	2		M/TH
Thomas Jefferson Middle School	1407 Sunset (Trash)	6	1	3		M/W/F
La Vina K-8 School	8594 Rd 23 (Trash)	6	1	2		M/TH
Lincoln Elementary School	650 Liberty (Trash)	6	1	3		M/W/F
Madera High (North)	200 S L St (Trash)	6	1	2		M/TH
Madera South High School	705 W Pecan	5	1	2		M/TH
Madera South High School	705 W Pecan	4	1	1		TH
Madison Elementary School	109 Stadium (Trash)	6	1	3		M/W/F
Millview Elementary	1609 Clinton (Trash)	6	1	3		M/W/F
Monroe Elementary	1819 N Lake (Trash)	6	1	4		M/T/TH/F
Mountain Vista (Alt.Ed)	1901 Clinton (Trash)	6	1	2		M/TH *locking*
Parkwood Elementary	1150 E Pecan (Trash)	6	1	3		M/W/F
Pershing Elementary	1505 E Ellis (Trash)	6	1	3		M/W/F
Ripperdan Community Day School	26133 Ave 7 (Trash)	4	1	1		TH *locking*
Sierra Vista Elementary School	917 E Olive (Trash)	6	1	3		M/W/F
Virginia Lee Rose Elementary School	1001 Lily Street (Trash)	6	1	5		M/T/W/TH/F
Washington Elementary School	509 E South (Trash)	6	1	3		M/W/F
Transportation Bus Yard	1200 Gill Ave (Trash)	3	1	1		TH
Small Fry	13878 Rd 21 1/2 (Trash)	1.5	1	1		TH
Rain Creek Building	2401 W. Almond (Trash)	6	1	1		Wed. *locking*
TOTALS TRASH					\$ -	
Maint., Facilities,Purchasing Yard	1205 S Madera	25 yd o/top	1	On Call	\$0.00	
Total Trash Sites & Yard					\$0.00	

RECYCLE

BID No.062018-Solid Waste and Recycling Services

Madera Unified School District

TRASH SCHEDULE-Form to be submitted with Bid Packet

NAME	ADDRESS	SIZE-YARD	QTY	FREQ	MONTHLY COST	SCHEDULE
Adams Elementary School	1822 National (Trash)	6	1	3		M/W/F
Alpha Elementary School	900 Stadium (Trash)	6	1	3		M/W/F
Berenda Elementary School	2680 Club (Trash)	6	1	4		M/T/TH/F
Caesar Chavez Elementary School	2600 E Pecan (Trash)	6	1	4		M/T/W/F
Child Nutrition Center	769 S Pine (Trash)	6	1	3		M/W/F
District Office	1902 Howard (Trash)	6	1	1		TH
Dixieland K-8 School	18440 Road 19 (Trash)	6	1	2		M/TH
Eastin Arcola K-8 School	29551 Ave 8 (Trash)	6	1	2		M/TH
Howard K-8 School	13878 Rd 21 1/2 (Trash)	6	1	2		M/TH
Thomas Jefferson Middle School	1407 Sunset (Trash)	6	1	3		M/W/F
La Vina K-8 School	8594 Rd 23 (Trash)	6	1	2		M/TH
Lincoln Elementary School	650 Liberty (Trash)	6	1	3		M/W/F
Madera High (North)	200 S L St (Trash)	6	1	2		M/TH
Madera South High School	705 W Pecan	5	1	2		M/TH
Madera South High School	705 W Pecan	4	1	1		TH
Madison Elementary School	109 Stadium (Trash)	6	1	3		M/W/F
Millview Elementary	1609 Clinton (Trash)	6	1	3		M/W/F
Monroe Elementary	1819 N Lake (Trash)	6	1	4		M/T/TH/F
Mountain Vista (Alt.Ed)	1901 Clinton (Trash)	6	1	2		M/TH *locking*
Parkwood Elementary	1150 E Pecan (Trash)	6	1	3		M/W/F
Pershing Elementary	1505 E Ellis (Trash)	6	1	3		M/W/F
Ripperdan Community Day School	26133 Ave 7 (Trash)	4	1	1		TH *locking*
Sierra Vista Elementary School	917 E Olive (Trash)	6	1	3		M/W/F
Virginia Lee Rose Elementary School	1001 Lily Street (Trash)	6	1	5		M/T/W/TH/F
Washington Elementary School	509 E South (Trash)	6	1	3		M/W/F
Transportation Bus Yard	1200 Gill Ave (Trash)	3	1	1		TH
Small Fry	13878 Rd 21 1/2 (Trash)	1.5	1	1		TH
Rain Creek Building	2401 W. Almond (Trash)	6	1	1		Wed. *locking*
TOTALS TRASH					\$ -	
Maint., Facilities,Purchasing Yard	1205 S Madera	25 yd o/top	1	On Call	\$0.00	
Total Trash Sites & Yard					\$0.00	

COMPACTOR					
BID NO.062018-Solid Waste and Recycling Services					
Madera Unified School District					
Compactor Schedule-Form to be submitted with Bid Packet					
NAME	ADDRESS	SIZE-YARD	QTY	FREQ	MONTHLY COST
Madera South High School	705 W Pecan	30 yd comp	1	On Call	List per pick up Cost
Martin Luther King Middle School	601 Lilly St	30 yd comp	1	On Call	List per pick up Cost
Madera High (North)	200 S L St	25 yd comp	1	On Call	List per pick up Cost
Desmond/Nishimoto Elem	26490 Martin St	30 yd comp	1	1x/wk Mon	List Monthly Per Freq.
List total cost per 2000 lbs per compactor-Estimated annual lbs. of 150,000					\$0.00

PRIME POINT OF CONTACT

BID No.062018– Solid Waste and Recycling Services

Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the vendors proposed offerings.

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE

To Be Submitted With Proposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposals No. 062018, to remove solid waste and recyclable items from Madera Unified School District. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

REQUEST FOR REFERENCES

TO BE EXECUTED AND SUBMITTED WITH BID

All BIDs are to submit with their BID at least three (3) previous jobs of similar scope and size completed in the last three years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your BID being determined non-responsive.

1. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

2. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

3. _____

Name of Reference	Contact Person
_____	_____
Address	Phone
_____	_____
Scope of Work: _____	

**NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH
BID NO.062018
Solid Waste and Recycling**

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham BID. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham BID, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the BID price of the proposer or any other proponent, or to fix any overhead, profit, or cost element of the BID price, or of that of any other proposer. All statements contained in the BID are true. The proposer has not, directly or indirectly, submitted his or her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, to effectuate a collusive or sham BID, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposed that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proponent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

WORKER'S COMPENSATION INSURANCE CERTIFICATE

To Be Submitted With Proposal

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

GENERAL TERMS AND CONDITIONS

BIDs/Proposals:

To receive consideration, BIDs/Proposals shall be made in accordance with the following terms:

Term of Contract:

This contract shall be in effect for twelve (12) months from the date of contract award by the Board of Education. The Contract may be extended, with mutual consent of both parties, for an additional **Three (3) one-year** increments. The Term will start as of November 30, 2018.

Fuel escalating clause, the District will accept no more than a 2% increase to the contract. Vendor must provide a 30 day written notice of increase along with a justification of the increase.

Pricing Conditions:

Payments for solid waste disposal and recycling will be based on the price negotiated by the parties for the first contract year. Sixty days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by Madera Unified School District at the District's discretion. The Contractor must provide adequate documentation to substantiate any request for price increase. The contractor may also request an equitable adjustment for changes in taxes or assessments or increases in tipping fees at the disposal facility.

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned BIDs will not be accepted.
2. **“FAX” BIDS** – Facsimile copies of BIDs will not be accepted for formal advertised BIDs.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being BID. Responsive; a BID which meets all of the specifications set forth in the request for BIDs.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the BID and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The BID shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – BID proposals may be withdrawn by the vendors prior to the time fixed for the opening of BIDs, but may not be withdrawn for a period of ninety (90) days after the opening of BIDs. A successful bidder shall not be relieved of the BID submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

7. **BID NEGOTIATIONS** – A BID response to any specific item of this BID with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the BID form for each item, in the amount of quantity specified in the BID form. Taxes shall not be included. Errors may be crossed off and corrections made prior to BID opening only, and must be initialed in ink by the person signing the BID or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items BID, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices BID. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Madera County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their BID and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low BID.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the BID form. Should any item for which BIDs are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to BID on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the BID opening.
12. **SAMPLES** – Samples shall be furnished free of cost to the District after the BID opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 1205 Madera Avenue, Madera, California, 93637, unless otherwise specified. The District reserves the right to reject the BID of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, BID number and date of the BID opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the
Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples

may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the BID or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the BID specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the BID specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the BID and required during the contract period shall be ordered and purchased from the successful vendor(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that vendor(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same BID. BIDS shall remain open and valid and subject to acceptance for ninety (90) calendar days after the BID opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this BID must be stated clearly. The taking of BID exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the BID. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any BID exceptions or additional conditions requested after BID closure, which are not detailed within the BID response, may result in disqualification of the BID. No oral or telegraphic modification of any BID submitted will be considered.
17. **AWARDS** – The District reserves the right of determination that items BID meet or do not meet BID specifications. Further, the Board of Education reserves the right to accept or reject any or all BIDS and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these BID Instructions and Conditions.

19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the BID form. Each item shall be securely and properly packed and clearly marked as to content. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the BID, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Madera Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 1205 Madera Avenue, Madera California, 93637 Invoices shall be submitted under the same firm name as shown on the BID. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect – This Agreement shall insure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This BID and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the BID Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Madera Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the BID proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the BID documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Madera County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for BIDs, the BID instructions and conditions, specifications and drawings, if any, the BID and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the BID Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Madera Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement (if applicable)

Additional Terms and Conditions

The following will be required of the Successful Contractor:

All trash and recycle products shall be collected Monday through Friday from 6:00 a.m. to 5:00 p.m. All work is to be accomplished with a minimum of noise in compliance with all local ordinances. The current number of weekly solid waste pickups required for each site is shown on the above schedule. The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week. (See attachments for schedules-times not included)

Contractor shall at all times provide sufficient personnel and equipment to maintain as established, the schedule of collections.

The contractor shall pick up and dispose of waste materials and recycle products during regular school sessions according to the Solid Waste Disposal Service Schedule, which shall be based on the District school schedule. This schedule may be amended from time to time to reflect changes in the District's requirements and will become part of the agreement for this service. The service schedule lists approximate needs and the District reserves the right to change container size or frequency of pick-ups according to its needs. Fees for services shall be adjusted to reflect changes in container sizes or frequency of pick-ups.

During the summer recess, waste pickups at some locations may be reduced to an "As Required Basis", for garbage as well as recycle pick-ups. The District will notify the contractor of the beginning and ending date of the summer schedule and set up a summer pick-up schedule. Months that contain both regular service and summer service will be prorated accordingly.

The contractor shall be allowed one week prior to the start of the contract to place containers in the required locations.

The contractor shall furnish covered (hinged at the rear) metal containers (bins) of the agreed upon type, size, and quantity, and maintain them in a state of good repair and cleanliness. Bins are to be leak proof. Capacity of bins is shown on the above schedule. Companies may propose alternate sized bins provided the total cubic yards per pickup is met. All containers shall be equipped with four (4) swivel ball-bearing casters. Casters are not required on six (6) yard bins because of the weight factor involved. Casters will be required on small containers. Container design and cleanliness shall be in accordance with all applicable rules and regulations of the City of Madera, County and State Health Departments. The District may request that the covers include a locking bar to provide the District the option of locking the container.

All metal containers supplied by the Contractor shall be steam cleaned inside and out, disinfected and deodorized as often as required to assure that all containers are sanitary. The District may require the contractor to replace bins that the District considers unsafe or unsanitary. Bins must be leak proof.

At the end of each month an itemized statement and two copies of invoices shall be sent directly to the Madera Unified School District, Accounts Payable Department, 1205 Madera Ave., Madera CA 93637. Invoices should show the site serviced, and for each site the number of pick-ups per week.

Special pickups shall be invoiced individually, showing date, location, yards picked up, rate and total.

Payment will be made monthly by the District in accordance with the amounts set forth in the contract. Deductions will be made for service missed and not made up.

The contractor will secure and pay for all necessary licenses, permits taxes, and fees which are legally required by city, county, state and federal governments or agencies for the performance of solid waste removal or recycling services for Madera Unified School District.

Other Required Information:

Vendors responding to this bid must be able to comply with all of the listed items. Initial each item and sign below, no changes will be accepted.

1. Provide Certification of approval for disposal/recycling of material._____
2. Awarded Bidder must be able to accommodate current pick up schedule day(as listed on attachments)_____
3. Awarded Bidder must be able to accommodate same day service as needed._____
4. Awarded Bidder must be able to accommodate 1 yard to 6 yard frontload dumpsters._____
5. Awarded Bidder must be able to accommodate 3 yard compactors_____
6. Awarded Bidder must be able to accommodate 25 yard roll-off containers_____
7. Awarded Bidder must be able to accommodate a maximum tonnage per day of at least 2000._____
8. Awarded Bidder is responsible for roll off container._____
9. Provide exact location of disposal/recycling._____
- 10.A description of proposer's ability to fulfill this contract, including information regarding past experience with similar work, equipment and facilities, qualifications of personnel, and financial capacity, and any other criteria deemed relevant by Madera Unified School District._____
- 11.Description of proposer's ability and past experience in complying with all local state and federal health and safety laws and regulations._____
- 12.A description of your firm's safety program. Include proof of your firm's safety Experience Modification Rating (EMR) or equivalent._____
- 13.Statement that the Proposer will comply with the following insurance requirements:_____

- a) Employer's Liability
- b) Commercial General Liability – Personal Injury and Property Damage
- c) Commercial General Liability – Personal and Advertising Injury
- d) Commercial Automobile Liability
- e) Pollution Legal Liability

Insurance limits must comply with legal requirements, and Proposers shall specify in their proposals the amount of limits.

Company Name_____

Date: _____