



**SANTA FE INDEPENDENT SCHOOL DISTRICT**

P.O. BOX 370  
SANTA FE, TEXAS 77510-0370

PHONE: (409) 925-3526  
FAX: (409) 925-4002  
www.sfisd.org

The Santa Fe Independent School District (**Santa Fe ISD**) is soliciting proposals from qualified vendors to provide Solid Waste Disposal as identified herein.

Sealed proposals must be addressed to the Purchasing Department at the address listed below and marked as follows:

**RFP# 21-22003 Solid Waste Disposal Proposals accepted until 2:00 pm, April 29, 2022**

Santa Fe ISD Purchasing Department PO Box 370  
Santa Fe, TX 77510

**At which time the names of the companies submitting proposals will be read aloud. Vendors may attend but the presence of the vendor is not required.**

**Prospective vendors shall submit one (1) electronic and two (2) hard copies in a sealed envelope clearly marked with the RFP number, name and deadline. Failure to submit a proposal in the manner requested may result in rejection of the proposal.**

**Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.**

**Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.**

**The length of the contract award shall be for twelve (12) months from July 1, 2022 through June 30, 2023, renewable annually for three (3) additional one- year (1) terms by mutual consent.**

Santa Fe ISD is offering a single award bid for Solid Waste Disposal. Texas Education Agency, Financial Accountability System Resource Guide section 3 Purchasing, 3.2.3.2 Competitive Sealed Proposals / Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services. Proposal responses will be accepted until 2:00 pm, April 29, 2022.

Advertisement Dates: April 7, 2022  
April 14, 2022

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Bryan Holliday  
Purchasing Specialist  
Email: [Bryan.Holliday@sfisd.org](mailto:Bryan.Holliday@sfisd.org)  
Phone: 409-925-9026

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Date



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### GENERAL CONDITIONS

**THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.**

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

**NO BID:** Bidders may opt to send a NO BID response to Santa Fe ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

**LATE BID:** Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

**UNSIGNED BIDS WILL NOT** be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will NOT be accepted.

**VENDOR** shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

**BID PRICES** are to remain firm for one (1) year from date of award, unless otherwise specified.

**DURING THE LIFE OF THE CONTRACT:** If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

**SAMPLES**, if applicable or requested, shall be furnished at no cost to Santa Fe ISD within five (5) days of the request. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

**ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.**

**DESIGN, STRENGTH, QUALITY** of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipping or storage, unless otherwise indicated in the bid. Santa Fe ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.



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**REMEDIES:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**RESPONSIBLE BIDDER:** The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of contract within a specified time period.

**REFERENCES:** Santa Fe ISD may request bidders to supply, with each bid, a list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and scope. Include name of firm/district, address, telephone number and name of representative.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

**BID EVALUATION:** Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

**EVALUATION CRITERIA:** The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) whether the vendor or vendor's parent company or majority owner has its principal place of business in Texas; and (9) any other relevant factor as listed in the project documents.

**BID AWARD:** Santa Fe ISD reserves the right to award bids as a whole or on a line item basis, whichever proves most advantageous to the district. The bidder shall provide unit prices on quantity specified and extended amount. In the event of errors, the unit price shall govern.

**DELIVERY:** All products delivered as a result of an awarded bid, must have the delivery and/or freight charges (FOB) to Santa Fe ISD DESIGNATED LOCATION with inside delivery included in the bid price.

**SALES TAX:** Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.



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**DISCOUNTS:** No cash advance discounts will be considered.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value to enter any business arrangement with any employee, official or agent of Santa Fe ISD.

**DEVIATIONS FORM SPECIFICATIONS:** All deviations from specifications must be noted in writing and in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

**DESCRIPTIONS:** Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the district to properly analyze an "or equal" item.

**ADDENDA:** Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Bryan Holliday, Purchasing Specialist for Santa Fe ISD. Inquiries shall be made in the form of an email to [Bryan.Holliday@sfisd.org](mailto:Bryan.Holliday@sfisd.org). No addenda will be issued later than three (3) business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Addenda will be emailed to all who are known to have received a copy of the bid.

**CHANGE ORDERS:** No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Santa Fe ISD Chief Financial Officer.

**INDEMNIFICATION: VENDOR SHALL INDEMNIFY AND HOLD SFISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER.**



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Vendor's obligations under this clause shall survive acceptance and payment by SFISD.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Santa Fe ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Santa Fe ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Santa Fe ISD growing out of such injury or damages.

**FORMATION of CONTRACT:** A response to this solicitation is an offer to contract with SFISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by SFISD after approval by the SFISD Board of Trustees.

**NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of SFISD. SFISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in SFISD's sole discretion.

**AGREEMENT TERMS; AMENDMENT:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by SFISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by SFISD's Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the SFISD Board of Trustees.

**CONTRACT TERM:** The initial term of the Agreement is for a period of one (1) year, with SFISD having the option to renew the Agreement for three (3) additional one (1) year terms. Consequently, the total term of the Agreement may be for a period of four (4) one (1) year terms. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and; Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice.
- Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

**NON-APPROPRIATION CLAUSE:** Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts.



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Notwithstanding any other provision of this Agreement or obligation imposed on SFISD by this Agreement, SFISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SFISD if it is determined by SFISD, in SFISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of SFISD's current revenue only.

**TERMINATION FOR DEFAULT:** Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules.
- Default in the payment of any fees.
- Otherwise perform in accordance with these specifications.

**TERMINATION of CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of SFISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, SFISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of SFISD. SFISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. SFISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if SFISD believes, in its sole discretion that it is in the best interest of SFISD to do so. Vendor agrees that SFISD shall not be liable for damages in the event that SFISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

**REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and /or services fails to meet the expectation of Santa Fe ISD, the district may, on ten (10) days' notice, terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

**BREACH OF CONTRACT** or default authorizes Santa Fe ISD to exercise any or all of the following rights:

- Santa Fe ISD may take possession of the assigned premises and any fees accrued or becoming due to date.
- Santa Fe ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- Santa Fe ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.
- Santa Fe ISD reserves the right to deduct a penalty of \$50.00 per occurrence of missed services after the (fifth) 5th written notification of default. The amount of penalty will be deducted from



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the following months bill.

**SEVERABILITY:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**IN THE EVENT** the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

**BIDDER, IN SUBMITTING THIS BID,** agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa Fe ISD declares the bidder in default.

**GRACE PERIOD:** Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

**NOTICE:** Any notice provided by this bid, (or required by law) , to be given to the successful bidder by Santa Fe ISD, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Santa Fe ISD from claim involving infringements of patents and /or copyrights.

**NON-WARRANTY OF PROPOSAL:** Due care and diligence has been exercised in the preparation of the proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the service required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this proposal. The District reserves the right to request additional information from the vendor after the submission date.

**PURCHASE ORDER:** A purchase order(s) shall be generated by Santa Fe ISD business office to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Santa Fe ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department delivery location, (c) Santa Fe ISD purchase order number, (d) descriptive information as to the item(s) delivered , including project code, item number, quantity, number of containers, etc.

**PRODUCTS SUPPLIED** under this contract shall be subject to Santa Fe ISD approval. Items found



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defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Santa Fe ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Santa Fe ISD.

**WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**BIDDERS MUST SUBMIT** chemical content literature and/or specifications and Material Safety Data with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

**WARRANTY:** Successful bidder shall warrant that all items /services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Santa Fe ISD.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

**SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**ENTIRE AGREEMENT:** This Agreement, the procurement solicitation issued by SFISD, and Vendor's response submitted in response to SFISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by SFISD and Vendor's response submitted in response to SFISD's procurement solicitation, SFISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

**FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

**INCLEMENT WEATHER; PRE-BID:** If SFISD Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, "**THE PRE-BID IS CANCELLED**" and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation. **BID OPENING:** If SFISD





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Schools "offices" are closed on the day a bid is "DUE", or prior to the due time, that **bid will be due at the same time the next day that the SFISD Schools "offices" are open.** The bid opening shall not be impacted if SFISD Schools "schools" are closed. If SFISD Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If SFISD Schools "offices" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted **at the same time the next day that the SFISD Schools "offices" are open.** If SFISD Schools "schools" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

**EQUAL EMPLOYMENT OPPORTUNITIES LAWS:** Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

**PAYMENT** will be made upon receipt and acceptance by Santa Fe ISD of items(s) ordered and receipt of a valid invoice, in accordance with the State of Texas prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from receipt of payment. Vendors and contractors may negotiate, and the district will consider earlier payment terms if such terms are advantageous to Santa Fe ISD.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must submit a

Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must complete

Form 1295 - Certificate of Interested Parties, electronically with the Texas Ethics Commission.

**ALL VENDORS MUST ALSO INCLUDE:** A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

**ANY QUESTIONS CONCERNING SPECIFICATIONS SHOULD BE DIRECTED TO CHRIS WHEELER, DIRECTOR OF MAINTENANCE AND OPERATIONS- [Chris.Wheeler@sfisd.org](mailto:Chris.Wheeler@sfisd.org), OR BRYAN HOLLIDAY, SFISD PURCHASING SPECIALIST- [Bryan.Holliday@sfisd.org](mailto:Bryan.Holliday@sfisd.org).**

**NOTE:** Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.



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### SCOPE OF WORK:

Santa Fe ISD, (the District), is seeking sealed proposals from qualified vendors for the purpose of supplying solid waste disposal services to the District.

Evaluation will be based on determining the best overall value to the District. See section under General

Conditions on Evaluation Criteria for detail. **All attachments must be completed for the vendor to be evaluated.**

The District intends to initiate this contract for a twelve (12) month period beginning July 1, 2022 through June 30, 2023, with renewal options for three (3) additional one (1) year terms from July 1 through June 30 requiring approval by the Board of Trustees. It is the desire of the District to maintain a long-term relationship with the vendor selected, assuming the service and product quality meets requirements and pricing remains competitive.

The District expects to award this contract after approval by the Board of Trustees at the May 16, 2022 regular meeting. Service and cost price comparisons will be made as required using the terms and conditions of this proposal.

### SPECIAL CONDITIONS:

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**GENERAL CONDITIONS**" of this agreement.

**EVALUATION OF PROPOSALS:** All submissions received from interested companies will receive a fair evaluation. While price is a paramount consideration, the District will consider all applicable factors, including services and responsibility of the vendor in determining the best submission. Respondents shall not contact any district personnel other than the Purchasing Specialist with regard to the proposal process, status of evaluation, questions in the form of an addendum, or contents of proposals. Failure to abide by this requirement may be cause to reject the proposal and to accept any proposal considered to be in the best interest of the District. The District reserves the right to waive any information or minor technicalities or to accept any submission deemed advantageous to it. Proposals received by the District that do not comply with this specific proposal may not be considered.

**AWARD:** At the conclusion of all evaluation activities, an award recommendation will be made to the District Board of Trustees. The District will act as sole judge in determining the suitability of goods and services of respondents. Upon award, the implementation plan will be further developed along with a timetable for the implementation as needed. Any or all portions of this proposal and all portions of the response may be incorporated into the final contractual agreement. All negotiated agreements must ultimately be reduced to writing and signed by the respondent.

**AUDITS:** The District shall be given reasonable rights to perform audits by the District's own personnel and /or an outside firm of consultants/auditors, in order to investigate the District's administration services, and evaluate performance of the vendor. The vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards.



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### SPECIFICATIONS

Services provided shall meet the approved standards of the Texas Department of Health and Welfare governing bodies. Initial Service will be calculated on a twelve (12) month basis, beginning July 1, 2022 and ending June 30, 2023. Summer service, as dictated per the district calendar, will be twice weekly. Additionally, three (3) one (1) year renewals will be calculated on a twelve (12) month basis, beginning July 1<sup>st</sup> through June 30<sup>th</sup>. Containers will be provided by the successful bidder at locations listed in these specifications. All 8-yard containers must be "side fill", with two (2) doors. All containers must be lockable. The district will provide the locks.

The District requires two (2) Roll-Off Containers. One (1) 30-yard container for bulk trash and one (1) 20-yard container for animal waste that must be recycled in accordance with Texas Department of Health and Welfare governing bodies. Both containers must be serviced on a "call out" basis. Roll-Off Containers will remain on site throughout the contract period. **Roll-Off Containers must be serviced within 48 business hours from the time the call out is placed.** Elementary campuses will require trash removal three (3) days per week while school is in session, with no exceptions for public holidays. Each of the three (3) elementary schools will require two (2) 8-yard containers, along with one (1) recycle container. Trash removal days will be **Monday - Friday.**

One junior high and one high school campus will require trash removal five (5) days per week while school is in session, with no exceptions for public holidays. **Recycling must be removed once a week Monday – Friday.** The junior high requires two (2) 8-yard containers and one (1) recycle container. The high school requires three (3) 8-yard containers and one (1) recycle container.

All additional locations will require trash removal three (3) days per week, with no exceptions for public holidays. Those locations are one (1) 8-yard container at the administration building, (1) 8-yard container at Ag Barn, and one (1) 8-yard container at the transportation building. Trash removal days will be **Monday, Wednesday, and Friday.** All additional locations will require Recycling removal once a week **Monday - Saturday.**

The vendor shall not charge environmental fees or fuel surcharge; it shall be included in the quote. The vendor shall supply the District with proof of Commercial General Liability Insurance. The minimum requirements acceptable are:

COMMERCIAL GENERAL LIABILITY	\$2,000,000 each occurrence
Bodily Injury and Property Damage	\$2,000,000 aggregate
AUTOMOBILE LIABILITY COVERAGE	\$2,000,000 combined single limit
Bodily injury and Property Damage	each occurrence



## SANTA FE INDEPENDENT SCHOOL DISTRICT

P.O. BOX 370  
SANTA FE, TEXAS 77510-0370

PHONE: (409) 925-3526  
FAX: (409) 925-4002  
www.sfisd.org

### PROPOSED PICK UP SCHEDULE

Container service must be provided prior to 6:00 a.m., on trash removal days as listed above. During the month of November, service will not be required on Thanksgiving Day. During the month of December, services will not be required on Christmas Day or New Year's Day during the summer break as per the district calendar, the scheduled service for all locations will only be required two (2) days per week. Service days shall be **Tuesday** and **Thursday**. Regularly scheduled service at all locations will resume in at the start of school. **See Exhibit B**

### ADDITIONAL SERVICE REQUESTS

It is the goal of the District to help lower the impact of solid waste to the environment, by recycling as much waste as possible. The District is interested in recycling services as an additional service request to this proposal. The vendor is asked to provide information, if applicable, of recycling services offered including pricing, scheduled pickups, impact on the environment, pamphlets, brochures, etc. Recycle containers will require trash removal one (1) day per week. This service can be listed separately by the vendor.

### **TIMELINE** (*subject to change, without notice, as deemed necessary by Santa Fe ISD*):

Advertisement of Solicitation .....4/7/22 & 4/14/22  
Vendor Responses Due by .....4/29/2022  
Recommendation to Board..... 05/16/22

### QUESTIONS/REQUESTS FOR CLARIFICATION

Vendors who have questions regarding any part of this solicitation or who are seeking clarification to the term, conditions and/or expectations of the Santa Fe ISD should send their questions **in writing** to the following:

Santa Fe ISD Purchasing Specialist PO Box 370  
Santa Fe, TX 77510  
Email: Bryan.Holliday@sfisd.org Fax: 409-925-9026

Vendors should include the number and title of this solicitation on any questions sent. In order to allow time to answer all questions, vendors are asked to submit any questions/requests for clarification within the first week of release of this solicitation. The District will make every effort to respond to questions in a timely manner but cannot guarantee an answer will be provided prior to the closing date and time if questions are submitted after the first week. Answers to questions may be posted on the district's website as an addendum to this solicitation if it is deemed to be helpful to all prospective vendors



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**THE FOLLOWING FORMS MUST BE COMPLETED AND SIGNED WHERE APPLICABLE, FOR CONTRACT CONSIDERATION. FAILURE TO COMPLETE THE FORMS IN THEIR ENTIRETY, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

- **Vendor Response Form**
- **Bid Acknowledgement Form**
- **Reference Form**
- **Proposal Cost Sheet**
- **Deviation Form**
- **Form W-9**
- **Form CIQ (Conflict of Interest Questionnaire)**
- **Vendor Certifications**
- **HB 1295 Vendor Information**
- **ACH Vendor Form**