



INDEPENDENT
SCHOOL
DISTRICT 728

ELK RIVER | OTSEGO | ROGERS | ZIMMERMAN

**REQUEST FOR PROPOSALS
2025 REFUSE AND RECYCLING
SERVICES**

**Independent School District #728
1-13-2025**

Independent School District #728

REQUEST FOR PROPOSALS REFUSE AND RECUCLING PICK UP SERVICES

Independent School District #728 (ISD #728) is accepting proposals for refuse and recycling pick up services for all buildings.

Schedule of Events

- Intent to bid response due: January 31st
- Questions Due - February 10th, 2025 (submit in writing)
- Proposals Due- February 21st, 2025
- Contract Award- March 2025
- Contract Start Date July 1st 2025

*ISD 728 reserves the right to adjust the schedule if needed

Proposals are due by 2:00: PM SCT to the ISD 728 Purchasing Manager

Via Email to:

Anja Bochenski, Manager of Purchasing
E-mail: anja.bochenski@isd728.org

Or in Person- Hard Copy and Flash Drive to:

ISD 728 District Service Center
Attn: Manager of Purchasing
19072 Triangle Road NW
Elk River, Minnesota 55330

The School Board of Elk River Area Schools ISD #728 reserves the right to accept or reject any and/or all proposals or to accept the proposal that is in the best interest of the school district.

INQUIRIES, DISCREPANCIES, OR AMBIGUITIES

The person designated below shall be the only contact for all inquiries, discrepancies, or ambiguities in regard to this process and its requirements. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the person designated below.

Anja Bochenski, Manager of Purchasing
E-mail: anja.bochenski@isd728.org
Phone: 763-241-3416

SECTION 1: GENERAL INSTRUCTIONS

1.01 DEFINITIONS

The term “District” or “Owner” means Elk River Area Schools, Independent School District No. 728 and any department or board of the School District. The term “Vendor” or “Proposer” means the person, firm, company, or corporation who is submitting a proposal for consideration to furnish Refuse and Recycling pick-up services

1.02 REQUEST FOR PROPOSAL INVITATION

The District is seeking proposals from qualified contractors to provide refuse and recycling pickup services, as outlined in this Request for Proposals (RFP), for all District buildings during the 2025-26 and 2026-27 school years with the possibility of a 2 year extension.

1.03 INSTRUCTION TO PROPOSERS

- A. Complete the provided RFP Bid sheet form along with all attachments provided. All proposal forms provided to vendors must be used. Additional information may be sent if it provides a greater understanding of the vendor’s competencies and/or qualifications. Please do not send additional information/sales brochure unless it provides new or additional relevant information. All costs associated with submitting the proposal will be borne by the Vendor.
- B. It is the obligation of each proposer to examine instructions, requirements and specifications before submitting a proposal. The submission of a proposal shall be proof that such examinations have been made and that each proposer has recorded his or her own investigation and has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Proposer.

1.03 ISSUANCE OF RFP AND AWARD PROCESS

Issuance of this RFP does not compel the School District to award a contract. The School District reserves the right to reject any or all proposals wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The School District reserves the right to request clarification or additional information. The School District reserves the right to award a contract in whole or in part, to award multiple contracts to multiple Respondents, or to re-solicit for proposals. If the School District awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to the School District, as determined by the School District in the exercise of its sole discretion.

1.04 INQUIRIES REGARDING PROJECT – DISCREPANCIES OR AMBIGUITIES

Replies to inquiries, requests for interpretations or clarifications and requests for consideration of materials which involve or provide information that is not already a part of bidding information will be contained in addenda and shall become a part of Contract Documents and incorporated in all bids submitted. Any/all addenda will be sent out to all known RFP holders.

All questions, requests for interpretations or clarifications, and request for consideration of materials regarding this RFP should be submitted by email to Anja Bochenski at anja.bochenski@isd728.org. All inquiries and requests for clarification must be received by the District seven (7) days prior to bid date and bid hour. It is the bidder’s responsibility to bring all discrepancies, ambiguities, omissions or matters in need of clarification to the attention of the

District for interpretation and decision. The School District reserves the right to issue an addendum to the RFP at any time for any reason

1.05 ERRORS IN PROPOSALS

The School District shall not be liable for any errors in the Respondent's proposal. Except during negotiations initiated by the School District, no modifications to the proposal shall be accepted from the Respondent after the Submittal Date and Time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

1.06 THE RESPONSIVE BIDDER

The Vendor shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, and the labor, equipment, materials needed thereof, and the quantity and quality of work to be performed. The Vendor shall investigate and research all such conditions, and conclude that to enter into the proposed Contract is based upon such investigation and research. Submission of a bid shall be considered conclusive evidence that the bidder has investigated, is satisfied with, and understands the conditions to be encountered in performing the work and the requirements of the contract. The Vendor shall make no claim against the District because of any estimates, statements, or interpretations made by any employee of the District that may provide to be, in any respect, erroneous. The contract awarded Vendor shall coordinate its activities with the District to ensure a smooth transition of business and operations.

All bidders, submitting labor and/or supply bids, are responsible to ascertain what addenda have been issued prior to bid date, examining the addenda and determining the effect of addenda provisions on their Bid. No extras will be allowed the Contractor as a result of misunderstanding of the extent of scope of the work as a result of his failure to study and record his own findings. The failure or omissions of any bidder to examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his bid.

The School District reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as companies that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The School District's determination of whether a Respondent is a responsible respondent is at the School District's sole discretion.

1.07 RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES

Under no circumstances shall the School District be responsible for any proposal reparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the School District from any claim for damages or other liability arising out of the RFP and award process.

1.08 RESPONSES SUBJECT TO PUBLIC DISCLOSURE

The School District considers all information, documentation and other materials (collectively, "Materials" or "Items") submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure after a contract is awarded. By submitting a proposal, the Respondent agrees to release the School District from any liability resulting from the School District's disclosure of such information. If submitting

information in response to this RFP that you believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute Section 13.37 (MGDPA), follow these instructions:

- A. Clearly and conspicuously mark any materials you believe to contain trade secret information.
- B. Enclose such materials in a separate envelope, which itself is clearly and conspicuously marked "Confidential."
- C. Include in the envelope an attorney's opinion for each item indicating the legal basis for regarding it as trade secret under the MGDPA.

Your proposal may be rejected by the School District in the exercise of its sole discretion if any of these three requirements are not met. The Respondent also agrees to defend any action seeking release of the materials believed to be trade secret, and indemnify and hold harmless the School District, agents, and employees from any judgments or damages against the School District in favor of the party requesting the materials and any and all costs connected with that defense. Additionally, the Respondent understands and agrees that in the event a request is made under the MGDPA, the School District will notify the Respondent of such request, but under no circumstances shall the School District be required to commence or defend any action to prevent the disclosure of any materials which the Respondent believes to be trade secret or confidential.

1.09 CONTRACT AWARD

ISD 728, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price is a major consideration but will not be the determining factor in our selection. The award of this contract will be based on factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to ISD 728. The District will evaluate proposals based on the following criteria. The maximum possible score for each criterion is shown below.

Criteria	Maximum Score
Responsiveness:	Pass/Fail
Price:	500
Statement of Qualifications:	100
Past Experience/References:	100
Recycling Program:	50
Extra Services Provided:	50
Proposed Service Schedule:	200

The School Board reserves the right to award this contract or to reject any or all bids or parts of bids if it is in the best interest of the District to do so, and to waive informalities in the bidding. The School District reserves the right to add/delete/modify criteria or weights if it is in the School District's best interest, as determined by the School District in its sole discretion.

1.10 NOTIFICATION OF AWARD

If the School District makes an award as a result of this RFP process, the School District will deliver to the selected Respondent a notice of selection. The resulting contract shall consist of (but not limited to): The terms, conditions, specifications, and requirements of this RFP and its attachments, any addenda issued by the School District pursuant to this RFP, all representations (including, but not limited to, representations as to performance, and financial

terms) made by the Respondent in its proposal and during any interview(s), meeting(s), or presentation(s) or demonstrations for the benefit of the School District. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to his RFP or to the proposal, vendor submitted proposal forms

SECTION 2: POST – BID RESPONSIBILITIES

2.01 DESCRIPTION OF THE CONTRACT

The contract period will begin on July 1, 2025 and end on June 30, 2027. Contract pricing must remain firm for the full contract period. The district reserves the right to renew the contract for one (1) additional 2-year contract upon mutual agreement of the contracting parties.

The District will not accept payment terms of less than 35 days or discounted payment terms of less than 10 days from date of receipt. "Date of receipt" means the completed delivery of the goods or services, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

The Vendor shall perform all work and provide all materials for the price and compensation specified in this bid proposal form submitted to the District and incorporated into the Contract. The amount invoiced for Recyclable Materials shall be the net charge on the bid proposal form. Equipment, and Refuse and Recycling tonnages indicated in this RFP are estimates based upon the best information available at the time the specifications were prepared. The District reserves the right to increase or decrease the services, locations and equipment by any amount deemed necessary to meet its needs and the bid prices shall be adjusted in accordance with the prices specified by the Vendor in its proposal form and incorporated into the Contract.

All invoices should be sent to: ISD 728, District Service Center, Attn: Amy Jorgenson, 19072 Triangle Road NW, Elk River, MN 55330.

1. All invoices shall indicate the beginning and ending dates of each billing period and indicate the type, location and date of service.
2. Invoices for special collections should be submitted separately from the regular monthly summary invoice.
3. The District shall pay for actual services rendered in accordance with the Contract, not estimates of services made prior to collection.

The Vendor shall collect refuse and recycling containers located at the buildings on schedule Monday through Saturday as agreed to by the Vendor, the Contract Administrator and the Manager of Operations Custodial Services. Proposals should detail how service will be maintained during weeks interrupted by Holidays - the Holidays presently observed by the District are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas.

Additional locations may be added, and existing locations pick-up frequency or container size may be changed at the discretion of the District's Contract Administrator, as necessary to meet district needs. The District makes no guarantee as to the quantity of Refuse and Recyclable materials or number of pickups per month.

During the summer months (mid-June through mid-August), service at most buildings is reduced as illustrated on RFP attachment H. The date and times of summer pick up are to be scheduled and agreed upon between the vendor, the Contract Administrator, and the Manager of Operations Custodial Services.

2.02 EXECUTION OF THE CONTRACT

The successful Vendor will be required to sign a contract and return it to the Purchasing Department or respond with redlines, along with the Certificate of Insurance and Performance Bond, within 10 days after the contract forms have been sent to successful Vendor.

If the contract awarded Vendor fails to sign and return the contract, within the time allotted, and furnish the Certificate of Insurance and performance Bond, and comply with any other requirements imposed precedent to approval of the contract, the bid security required by these Contract Documents shall be forfeited to the District as liquidated damages. By submitting a bid, the Vendor agrees the said liquidated damages shall cover damages sustained by the District for additional administrative cost, expenses of re-advertising, and rebidding or otherwise commencing a new procurement process, and other damages sustained by the District as a result of the failure of the successful Vendor to sign a written contract and furnish a performance bond when so required, but shall not cover, nor preclude the District from claiming damages on account of delay, price changes, loss of other contracts, inability of the District to fulfill other contracts, loss of benefits on this contract, or other damages directly or consequently arising from failure to perform same by the successful Vendor.

2.03 CONTRACT PRICING

Contract pricing should remain firm for the full contract period. Annual rate adjustments thereafter to be based solely on: 1) Changes in fuel cost increases, in which contractor is to provide CPI documentation substantiating increases, 2) Documented changes to State, County, local taxes and/or tipping fees. All bid proposals are to be inclusive of all applicable State and County taxes and Fee's, all surcharges (including fuel surcharges), any/all environmental fees, and incorporate tipping fees. Bid proposals should be NET of any/all County or any/all Haulers Rebates offered.

2.04 NO GUARANTEE OF TYPES OR QUANTITIES OF REFUSE OR RECYCLABLES

The parties understand and agree that the contract awarded Vendor does not have the exclusive right to all Refuse or Recyclable Materials generated by the District and the District does not guarantee any quantity of Refuse and Recyclable Materials. The parties further understand and agree that the District makes no representations or guarantees regarding the compositions of Refuse or Recyclable Materials offered for collection under this bid.

2.05 TERMINATION WITHOUT CAUSE

ISD 728 reserves the right to terminate this agreement for any reason or for no reason at any time upon 60 days prior written notice to the vendor. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the District.

2.06 MATERIAL AND QUALITY OF WORK

All work shall be executed in a thorough, professional manner by people skilled in the work of this type with the materials specified. All Refuse and Recyclable materials shall be removed from the point of collection in such a manner that none is spilled, dropped, strewn or allowed to remain, on about, or around the premises, street or sidewalk within the District from which it is collected. If the Refuse or Recyclable materials are removed from a covered container, the container shall be returned to an upright position, and its cover shall be replaced. Care shall be taken by the Vendor not to damage the containers, and the Vendor shall replace or repair any damaged containers.

The Vendor agrees to take all precautions necessary to protect the public from injury and shall at all times provide for maximum safety to the public in the conduct of its operations. The District attaches the highest significance and priority to the constant practice of safety on the part of the Vendor, its agent and employees.

2.07 RECYCLING PROGRAM TRAINING

The District seeks to increase recycling awareness, participation, and education to all staff and students throughout the district. Vendor submission should include a detailed plan of program training and support proposed.

2.08 COMPLIANCE WITH LAWS

A bidder must comply with all applicable Local, State, and Federal Laws regulations and rules. The contract is subject to compliance with the Minnesota Department of Labor and Industry prevailing wage laws.

2.09 TAXES

No direct charge may be made for federal, state or municipal sales and excise taxes, for which Independent School District 728 is exempt. The bid price shall not include the amount of any such tax.

2.10 VENDOR'S EXPERIENCE AND QUALIFICATIONS

This contract will be awarded to a company that has been in the solid waste collection and recycling services for at least 3 years, with markets for recyclable materials and current licenses necessary for operation. Each vendor shall complete a Statement of Qualification as part of their bid. Prior to the award of the contract, the apparent vendor, if requested by the district, shall furnish additional current information and data regarding the vendor's financial resources, industry experience, and organizational structure. The District shall have the right to take such steps as it deems necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish the District all such information and data for this purpose as the District may request. The right is reserved to reject the bid where the available evidence of information does not satisfy the District that the vendor is qualified to carry out properly the terms of the contract. Satisfaction of the minimum criteria set forth above shall not create the presumption that the vendor has the ability to perform the work under the contract. The expertise of the vendor in the particular field of endeavor must be demonstrated and documented to the full satisfaction of the District upon request, or the bid may be rejected by the District.

2.11 CONTAINERS

The Vendor shall supply and service sturdy Refuse and Recyclable containers with tight-fitting lids to meet the needs of the quantities generated. All containers shall have the ability to have locks installed as needed. The Vendor shall ensure that all containers with locks are locked securely after being emptied. Upon request by the District's Contract Administrator, container sizes and/or frequency of service may be changed to accommodate a change in the volume of Refuse or Recyclable materials for whatever cause. Any requests for changes in containers by District staff must be approved by Purchasing prior to implementation.

The Vendor shall notify the District's Contract Administrator if the size of containers or frequency of service should be changed in order to provide the most efficient service to the District. In some cases, containers may need to be modified to provided the safest conditions for the District.

The containers are to be maintained by the Vendor in a manner that provides for a neat and sanitary appearance. The Vendor is to provide washing, deodorizing and spraying as required to eliminate odors, flies, and other pests annually, and/or within one week of such request by

the District. Immediate replacement or repair will be required if the container is unsafe, damaged, or in poor mechanical condition.

The District shall provide a suitable site for all containers. The sites shall provide ready access for pickup and loading of containers directly by truck where applicable unless the containers contain items that warrant indoor placement of the container, or dock size limitations. The Vendor will be required to pick up any materials spilled or blown from containers or truck at the time of servicing the containers. In the event that the Vendor is unable to service any or all containers on the prescribed frequency, due to equipment failure, labor problems, loss of dump site, or any other reason, the District reserves the right to make other arrangements for the removal of Refuse and Recyclable Materials.

Prior to implementation, the District and awarded vendor will review all locations and discuss any specific needs or customizations for containers required to maintain safety near the container.

2.12 VENDOR EQUIPMENT

The Vendor shall furnish at its own cost and expense all transportation, plant, tools, labor materials, supplies and other necessities for the proper and adequate collection, hauling and disposal of all Refuse and Recyclable Materials. The Vendor shall use vehicles which are designed, operated and maintained in a manner to prevent offensive odors from escaping and Refuse and Recyclable Materials from being blown, dropped, spilled or scattered there from. All vehicles used by the Vendor shall be covered to prevent the scattering of its contents upon the public streets or private properties.

2.13 ACCIDENTS

The contractor shall hold the Owner harmless from any and all damages and claims, which may arise by reason of any negligence on the part of the contractor, their agents or employees. In case any such action is brought against the Owner or any of their agents or employees, the contractor shall assume full responsibility for the defense thereof. Upon its failure to do so on the proper notice, the Owner reserves the right to defend such action and to charge all costs thereof to the contractor. The contractor will take all precautions necessary to protect the public against injury.

2.14 SPECIAL COLLECTION - ADDITIONAL PICK-UPS

Throughout the contract period, occasional special events, needs or seasonal fluctuations may require that the Vendor provide an additional weekday and/or weekend pickup of Refuse and Recyclable materials. The District's Contract Administrator, Manager of Operations Custodial Services, or designee will contact the Vendor to schedule additional pick-ups.

2.15 INSPECTION OF MATERIALS

The successful Vendor shall have the right to inspect each load of Refuse and Recyclable Materials prior to pick-up. The successful Vendor acknowledges that it is accepting Refuse and Recyclable Materials "as is", and in complete reliance upon, its full and entire inspection of the refuse to be disposed of and the recyclable materials to be recycled under this contract and not by reason of any representation made by or on behalf of the District as to the merchantability, specific attributed or otherwise of the materials received.

2.16 REFUSE DELIVERY

The successful Vendor shall deliver ALL refuse from ISD 728's SHERBURNE County locations to a certified local facility approved by Sherburne County. The successful Vendor shall deliver ALL refuse from ISD 728's HENNEPIN County locations to either the Hennepin County Brooklyn Park Transfer Station, 8100 Jefferson Highway, Brooklyn Park, MN 55445 – or - to the Hennepin County Energy Resource Center, 505 6th Ave North, Minneapolis, MN 55404. The

Vendor shall deliver refuse to a site other than the locations listed above only with the express written approval of the District's Contract Administrator specifying the type of refuse and site to which the successful Vendor is to deliver the Refuse.

2.17 RECYCLABLE MATERIALS MARKETING

The District desires a "one-sort", or "no-sort" mixed recycling containing paper, cardboard, glass, tin, aluminum, and plastic. The Vendor shall collect and deliver the mixed recyclable materials to a processing site or market. The Vendor is strictly prohibited from land filling, incineration, or disposing of Recyclable Materials by any method other than recycling. The District does not currently compost, if you offer composting opportunities please include program details within the extra services attachment F.

2.18 OSHA AND WORKERS' COMPENSATION

The responsible bidder must comply with all OSHA rules and regulations, wear safety items as required by OSHA regulations while performing any work as part of the contract, and supply evidence of Workers' Compensation Coverage upon request. The Contractor and any persons employed by the Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies.

2.19 DISTRICT SUPPORT

The Vendor must provide a Sales Representative to work closely with the District Contract Administrator, Accounting Office, and all Schools and Departments within the District to assure continuity and success of the contract.

2.20 SUBCONTRACTING

The Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Vendor shall be subject to prior liens of all persons, firms, and corporations for the services rendered or materials supplied for the performance of this contract.

2.21 ESTIMATED ANNUAL DISTRICT TONNAGES

The Contractor understands the District does not guarantee any quantity of refuse and Recyclable Materials. Below are estimated quantities based on historical data.

- a. Refuse = ~ 1,100 Tons.
- b. Mixed Recycling = ~ 130 Tons.

2.22 PROPOSED SERVICE SCHEDULE

Attachment H is a recap of our current service schedule. While this schedule currently meets our needs, respondents can propose any schedule, methods, or container size they choose so long as the proposal capacity (container size and pick-up frequency) meets each buildings refuse and recycling output. Other than RFP section 2.16, constraints in place include:

- Dock space: the current container(s) are in the space we have available for refuse and recycling containers.
- Refuse and Recycling container opening height (height of container opening), as outlined in attachment H, the height of the container where the container meets the dock cannot exceed the maximum height shown in attachment H.
- Proposed container size and pick-up frequency needs to meet the refuse and recycling output of each building so that refuse and recycling is not overflowing onto the dock.

2.23 INSURANCE CERTIFICATE

Certificate of Insurance naming Elk River ISD 728 as a certificate holder, is to be submitted after bid award to include the following:

Type of Insurance	Limits of Liability
1. Workmen's Compensation	\$500,000 per accident
a. Statutory	
b. Employer's Liability	
2. Comprehensive General Liability, including Premises Operations; Contractor's Protective; Product & Completed Operations; and Broad Form Property Damage.	
a. Personal Injury including Bodily Injury and Death	\$3,000,000 per occurrence
b. Property Damage	\$1,500,000 per occurrence
c. Independent Contractors Contingent Liability	\$500,000 per occurrence
3. Automobile Liability Personal Injury including Bodily Injury and Death	\$1,500,000 per person \$3,000,000 per occurrence
4. Broad Form Excess Umbrella Liability	\$2,000,000 over primary Ins

2.24 BONDS:

The successful bidder shall supply a PERFORMANCE BOND equal to 100% of the contract award. This is to assure faithful performance and absolute compliance with the requirements of the specifications, and it shall remain in effect for the life of said contract. The required bond(s), acceptable in form and content must be on file with the School District before beginning work on the contract. Reference Minn. Stat. § 574.26 to 574.32 for more information on Performance and Payment Bonds.

2.25 Minnesota Statute 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract. History: 1941 c 238; 1973 c 123 art 5 s 7; 1984 c 609 s 11

2.26 INDEPENDENT CONTRACTOR

For the purposes of this agreement the Contract Vendor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find Contract Vendor, its employee's agents or representatives to be employees or agents of the District.

2.27 VENDOR REPORTS

The vendor will submit detailed year end usage reports. Each report should document all services provided – minimally to include site location, material description (refuse or recycling), size of container, and the number of times picked up.

SECTION 3 - STRUCTURE AND CONTENT OF RESPONSE

3.01 RESPONSIVENESS (Pass/Fail)

Respondents must prepare submissions that follow the format and sequence specified in this RFP. This includes adherence to the format of any attachments.

The following documents must be provided and complete in order for your proposal to be considered responsive:

- Attachment A, Certification Form.
- Attachment B, Vendor Profile.
- Attachment C, Proposal Form.
- Attachment D, Statement of Qualifications.
- Attachment E, Recycling Program.
- Attachment F, Extra services.
- Attachment G, Proposed Service Schedule.
- Attachment H, Current Service Schedule.
- Bid Bond

3.02 FORMATTING REQUIREMENTS

Electronic copies of attachments A – G are available and included with this RFP. Respondents are NOT allowed to re-create, re-format, or modify the templates (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). Each individual attachment must NOT exceed the page limit identified on the attachment and should be completed only on the front side of each page.

3.03 MULTIPLE PROPOSALS

Respondents may submit more than one cost/service proposal (proposal form attachment C, and service schedule attachment G). If submitting more than 1 cost/service proposal, clearly identify cost/service proposals as option 1, option 2, etc., with each option containing attachment C and attachment G – respondents submitting more than one proposal do not need to replicate the other forms.