



LA MESA-SPRING VALLEY SCHOOLS

LA MESA-SPRING VALLEY SCHOOL DISTRICT Purchasing Department

4750 Date Avenue
La Mesa CA 91942

BID NUMBER FB #20/21-001

Waste Disposal & Recycling Services

Bids must be delivered to La Mesa-Spring Valley School District Purchasing Department by
April 28, 2021 at 2:00 PM

Event	Date
Advertisement Dates	03/23/2021 and 03/30/2021
Publication	San Diego Union Tribune
Holidays	04/02/2021
Questions from Bidders Due	04/19/2021 by 2:00 PM IN WRITING
Addendum(s) and Responses to Bidders Due	04/22/2021 by 6:00 PM POSTED ON WEBSITE
Bids Due	04/28/2021 at 2:00 PM PURCHASING DEPT
Unofficial Results	04/28/2021 POSTED ON WEBSITE
Protest Deadline	05/04/2021 by 4:00 PM
District Board Meeting – Award of Bid	06/01/2021
Contract Term	07/01/2021 – 06/30/2024 with option to renew annually for two additional years

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Bidders-----	01
Instructions to Bidders -----	02

CONTRACT DOCUMENTS

Bid Form -----	10
Bid Bond -----	13
Non-Collusion Declaration -----	15
Certification Regarding Debarment, Suspension or Other Ineligibility-----	16
Notice of Award-----	17
Agreement-----	18
Workers' Compensation Certificate-----	21
Drug-Free Workplace Certification-----	22
Tobacco-Free Environment Certification -----	24
Criminal Background Investigation/Fingerprinting Certification -----	25
Notice to Proceed -----	27
General Conditions -----	28
Special Conditions -----	36
Specifications -----	38
Appendix A -----	41

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN that the governing board (“Board”) of the La Mesa-Spring Valley School District (“District) will receive sealed bids for the following service, Bid No, **FB #20/21-001 Waste Disposal & Recycling Services.**
2. Contract Documents will be available for download from the District’s website, <https://www.lmsvschools.org/purchasing-services/>, on March 23, 2021.
3. Sealed bids will be received until **2:00 p.m., April 28, 2021, at the La Mesa-Spring Valley School District – Purchasing Department, 4750 Date Ave. La Mesa California 91942.** Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
4. The unofficial bid results will be posted on the district website by April 28, 2021.
5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. A bid bond by an admitted surety insurer on the form provided by the District, a cashier’s check or a certified check, drawn to the order of the La Mesa-Spring Valley School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as guarantee that the Bidder will, within seven (7) calendar days after the date of Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
7. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
8. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on bid amount only.
9. The District reserves the right to reject any or all bids and/or to waive any irregularities in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00100
INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

La Mesa-Spring Valley School District ("District") will evaluate the information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for Waste Disposal and Recycling Services for the District for the following contract: **FB #20/21-001 Waste Disposal & Recycling Services**
2. A Bidder and its subcontractors must hold from the San Diego County Solid Waste Compliance Office all licenses and permits, including all necessary collector permits and transport permits or other applicable licenses and permits for government entities, required by San Diego County to service the District sites on which they have bid. Bidders must submit with their bids copies of their licenses and permits required for the District sites they propose to services. All such licenses and permits must be current.

3. Bid Submission

District will receive sealed bids from bidders as stipulated in the Notice to Bidders.

- a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, bid name, and date and time of bid opening.
- b. Bids must be submitted to the La Mesa-Spring Valley School District – Purchasing Department located at 4750 Date Avenue La Mesa California 91942 by date and time shown in the Notice to Bidders.
- c. Bids must contain all documents as required herein.

All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Bids will be opened at or after the time indicated for receipt of bids.

Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

Bidders must submit bids on the documents titled Bid Form, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

Bidders shall not modify the Bid form or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form or other District-provided document.

Discrepancies between written works and figures, or words and numerals, will be resolved in favor of figures or numerals.

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

4. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the bid form or other bid documents which is not specifically called for in these bid documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral, telephonic or facsimile bids or modifications will be considered.

5. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. In the event that the district determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the invitation to bid. Bidders shall verify their bids before submission, as bids cannot be withdrawn or corrected after the bid opening.

6. Examination of Site and Contract Documents

Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that bidder has fully completed the following:

- a. Bidder has visited the sites and examined thoroughly and understood the nature and extent of the Contract Documents, Work, Sites, locality, actual conditions sub-surface conditions, all local conditions, federal, state and local laws, and regulations that in any manner may affect code, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of Work to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

- c. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- d. Bidder must, prior to bidding, perform the work, investigation, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposals and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

7. Bid Questions

All questions about the meaning or intent of the Contract Documents are to be directed to Valerie Ranum via email at Valerie.Ranum@LMSVSchools.org.

Interpretations or clarification considered necessary by the District in response to such questions will be issued in writing by Addenda posted on the District's website at <https://www.LMSVSchools.org/Purchasing-Services>. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District website at [LMSVSchools.org/Purchasing-Services](https://www.LMSVSchools.org/Purchasing-Services).

Questions received after 2:00 p.m. on April 19, 2021 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8. Bid Submission Package

Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- a. Bid Bond on the District's form, or other security.
- b. Non-Collusion Declaration.
- c. Certification Regarding Debarment, Suspension or other Ineligibility

9. Bid Security

Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be insurer admitted in the State of California and authorized to issue

surety bonds in the State of California. Bids submitted without necessary bid surety will be deemed nonresponsive and will not be considered.

If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required insurance certificates and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, at the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

10. Non-Collusion Declaration

Bidders are required to submit a Non-Collusion Declaration with their bid for all service contracts. This form is included as part of the bid documents and must be signed under the penalty of perjury and be dated.

11. Certification Regarding Debarment, Suspension, and Other Ineligibility

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CRF Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that La Mesa-Spring Valley School District will be notified of any change in this status. Certification Regarding Debarment, Suspension or Other Ineligibility must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

12. Withdrawal of Bid

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

Bids may not be withdrawn after the bid submission date, except for relief granted under the California Public Contract Code 5103.

13. Bid Protests

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District Superintendent's Office, before 4:00 p.m. on the FOURTH (4th) business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.

Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - i. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - ii. Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - 1. The subcontractor is registered prior to the bid opening.
 - 2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - 3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - iii. Protests must include the name, address and telephone number of the person representing the protesting party.
 - iv. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - v. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

14. Contract Documents

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive. The required number of executed copies of the Agreement is as specified in the Special Conditions.

- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing the original signature.
- b. Workers' Compensation Certification
- c. Insurance Certificates and Endorsements as required.
- d. Drug-Free Workplace Certification
- e. Tobacco-Free Environment Certification
- f. Criminal Background Investigation/Fingerprinting Certification

15. Time for Completion

District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contract believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within ten (10) calendar days after receipt by Contractor of District's notice postponement.
- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

16. Award of Contract

The District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the

best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

It is the policy of the District that no, qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract documents to District's satisfaction within the prescribed time.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

The period of this award shall be from July 1, 2021 through Jun 30, 2024. The District shall have the option to renew the contract on an annual basis up to two (2) additional one (1) year extensions, providing all bid conditions have been met to the satisfaction of the District with an allowance for cost increase not to exceed five percent (5%) per year as per escalation clause.

The bid amount is to remain firm through June 30, 2022.

17. De-escalation

In the event that a vendor with a current contract as a result of a bid wishes to REDUCE the price of an item or items, the District reserves the right to have the price reduction effective with the Written Offer to Reduce.

18. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

The form of such certificate is included as part of the contract documents.

19. Fingerprinting

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the special conditions.**

20. Tobacco-Free Policy

The Governing Board of the La Mesa-Spring Valley School District, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on District Property or in District Vehicles. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Board Policy 1331, Ed Code 48901),

21. Ethics in Bidding.

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

BID FORM

To: Governing Board of the La Mesa-Spring Valley School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder had read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Specifications for the following project known as:

FB #20/21-001 Waste Disposal & Recycling Services

(“Project” or “Contract”) and will accept in full payment for that Work the following total including applicable taxes and fees.

_____ dollars \$ _____
<i>Insert BID AMOUNT from <u>APPENDIX A.</u></i>
<i>Bidder acknowledges and agrees that the BID AMOUNT accounts for any and all costs.</i>

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the project as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the contract documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

5. The follow documents are attached hereto:
 Bid Bond on the District's form or other security
 Non-Collusion Declaration
 Contractor Certification Regarding Debarment, Suspension or other Ineligibility

6. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

7. Bidder agrees to provide office size **blue recycling containers** at no charge and ship within 10 days of request. Office size dimensions are 15" high, 14 ½" long and 10 ½" wide with an approximate capacity of 28 quarts.
8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all local, state or federal laws and regulations.
9. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
10. License (Additional Submittals)
 Contractor must hold from San Diego County Solid Waste Compliance Office all licenses and permits, including all necessary collector permits and transport permits or other applicable licenses and permits for government entities, required by San Diego County to service the District sites on which he has bid. **Bidders must submit with their bids copies of their licenses and permits required for the District sites they propose to service. All such licenses and permits must be current.**
11. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
12. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, 12650 et seq.), that District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 2021

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address of Bidder: _____

Web Page of Bidder: _____

END OF DOCUMENT

BID FORM

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal (“Principal”),

and _____, as Surety (“Surety”), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the La Mesa-Spring Valley School District (“District”) of San Diego County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **FB #20/21-001 Waste Disposal & Recycling Services** (“Project” or “Contract”).

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY
(Federal Executive Order 12549)

Contractor certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 2 above, of this certification; and,

Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Name of Corporation/Partnership/Individual

Address

By: _____ Date: _____
Signature of President/Partner/Bidder

Printed Name and Title

Signature of Secretary/Designee/Partner/Bidder Date: _____

Printed Name and Title

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__
To: _____ (Contractor)
To: _____
(Address)

From: Governing Board ("Board") of the La Mesa-Spring Valley School District ("District")

Re: Project No. **FB #20/21-001 Waste Disposal & Recycling Services**("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____).

Three (3) copies of each of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Insurance Certificates and Endorsements as required.
- c. Workers' Compensation Certification.
- d. Prevailing Wage and Related Labor Requirements Certification.
- e. Drug-Free Workplace Certification.
- f. Tobacco-Free Environment Certification.
- g. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the County of San Diego, State of California, by and between the La Mesa-Spring Valley School District, hereinafter called the District, and _____, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project: **FB #20/21-001 Waste Disposal & Recycling Services** ("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents.

2. **The Contract Documents:** The complete Contract includes Notice to Bidders, Instructions to Bidders, Bid Form, Bid Bond, Non-Collusion Declaration, Certification Regarding Debarment, Suspension or Other Ineligibilities, Notice of Award, Agreement, Workers' Compensation Certificate, Drug-Free Workplace Certification, Tobacco-Free Environment Certification, Criminal Background Investigation/Fingerprinting Certification, Certificate of Insurance, Notice to Proceed, General Conditions, Special Conditions, Specifications, Questions/Answers and Addendums.

Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any).
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall commence on July 1, 2021 and continue through June 30, 2024. Upon written mutual consent of the DISTRICT and the CONTRACTOR, this contract is subject to two (2) additional twelve month extensions for a maximum of five (5) years; with no change in terms and/or conditions.
5. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability of any loss or damage that may happen to the Work, or any part thereof. The Contractor shall assume all liabilities of every kind or nature arising from the work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representative harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

- 6. Limitation of District Liability:** District's financial obligations under this contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract for the services performed in connection with this Contract.
- 7. Indemnity and Defense:** To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, board members, officers, representatives, consultants, agents, employees and volunteers, in both individual and official capacities("Indemnities"), against all suits, claims, death, injury, damages, losses, and expense ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor or any person, firm, or corporation employed by the Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnities at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.

To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers.

The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures.

- 8. Insurance:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all the required documents, certificates of insurance and insurance endorsements.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. Licenses:** Contractor must hold from San Diego County Solid Waste Compliance Office all licenses and permits, including all necessary collector permits and transport permits or other applicable licenses and permits for government entities, required by Sand Diego County to service the District sites on which they have bid. Bidders must submit with their bids copies

of their licenses and permits required for the District sites they propose to services. All such licenses and permits must be current.

11. Contract Price: District shall pay the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum not to exceed _____ (\$_____),

12. No Representation: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

13. Entire Agreement: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

LA MESA-SPRING VALLEY SCHOOL DISTRICT

By: _____

By: _____

Jennifer Nerat

Title: _____

Title: **Asst. Supt., Business Services**

Date: _____

Date: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract must be attached hereto.

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **FB #20/21-001 Waste Disposal & Recycling Services**

between the **La Mesa-Spring Valley School District** ("District") and _____

_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **FB #20/21-001 Waste Disposal & Recycling Services**

between the **La Mesa-Spring Valley School District** ("District") and _____

_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **FB #20/21-001 Waste Disposal & Recycling Services**

between the **La Mesa-Spring Valley School District** ("District") and _____

_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **FB #20/21-001 Waste Disposal & Recycling Services** between the **La Mesa-Spring Valley School District** ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

District Representative's Name and Title: _____

District Representative's Signature: _____ Date: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name and Title: _____

District Representative's Signature: _____ Date: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: FB #20/21-001 Waste Disposal & Recycling Services

PROJECT/CONTRACT NO.: FB #20/21-001 Waste Disposal & Recycling Services
between the La Mesa-Spring Valley School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20__.

Thank you. We look forward to a very successful Project.

LA MESA-SPRING VALLEY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

GENERAL CONDITIONS

Article 1 Definitions

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

- 1.1 Approval, Approved, and/or Accepted:** Written authorization, unless stated otherwise.
- 1.2 Bidder:** A contractor who intends to provide a bid to the District to perform the Work of this Contract.
- 1.3 Claim:** A dispute that remains unresolved at the conclusion of all the applicable Dispute Resolution requirements provided herein.
- 1.4 Contract, Contract Documents:** The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor identified as the Contract Documents. The Contract Documents consist of the following documents:
- 1.4.1** Notice to Bidders
 - 1.4.2** Instructions to Bidders
 - 1.4.3** Bid Form
 - 1.4.4** Bid Bond
 - 1.4.5** Non-Collusion Declaration
 - 1.4.6** Notice of Award
 - 1.4.7** Agreement
 - 1.4.8** Workers' Compensation Certification
 - 1.4.9** Drug-Free Workplace Certification (if applicable)
 - 1.4.10** Tobacco-Free Environment Certification
 - 1.4.11** Criminal Background Investigation/Fingerprinting Certification
 - 1.4.12** Notice to Proceed
 - 1.4.13** General Conditions
 - 1.4.14** Special Conditions (if applicable)
 - 1.4.15** Specifications
- 1.5 Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.6 District:** The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.
- 1.7 Perform:** The Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- 1.8 Premises:** The real property owned by the District on which the Site is located.
- 1.9 Project:** The planned undertaking as provided for the Contract Documents.

- 1.10 Provide:** Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.
- 1.11 School Day:** A day on which school instruction is planned according to the District’s master calendar.
- 1.12 Superintendent:** The Superintendent of the school district or designee.
- 1.13 Trucks or Vehicles:** As used by the Bidders Scope of Work, refers to mechanical vehicles used to pick up, haul away and delivery of the waste to the designated facility.
- 1.14 Waste:** All waste, including without limitation, trash, garbage, refuse and other organic waste as further described in the bid document.
- 1.15 Work:** All labor, materials, equipment, components, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the completion of the Project.

Article 2 Laws Concerning the Contract

Contract is subject to all provisions of the constitution and laws of California and the United States, including but not limited to state, county, municipal, or other laws orders, requirements, or regulations governing, controlling, or affecting Contractor, Site, District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

Article 3 No Oral Agreements

No oral agreements or conversations with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Article 4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District’s prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

Article 5 Notice and Service Thereof

Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized

representative of that party. Any notice shall not be effective for any purpose whatsoever unless serviced in one of the following manners:

- 5.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.
- 5.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.
- 5.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.
- 5.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.
- 5.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

Article 6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Article 7 Contractor

Contractor shall complete, in a good and workmanlike manner, the Work for the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

- 7.1 Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in the work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit person from Project.
- 7.2 Contractor shall secure and pay for all permits, licenses, registrations, approvals and certificates necessary for prosecution of Work.
- 7.3 Contractor shall give all notices and comply with the laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on performance of Work.
- 7.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and completion of Work.

Article 8 Insurance, Proof of Insurance, Endorsements and Certificates

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor shall be at least as broad as the amounts and include the provisions set forth herein.

- 8.1 Commercial General Liability and Automobile Liability Insurance
Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor and the District from all claims for bodily injury, property damage, personal injury, death, advertising injury and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 1118. Contractor shall ensure that Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.
- 8.2 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.
- 8.3 Endorsements, certificates, and insurance policies shall include the following:
8.3.1 A clause stating the following, or other language acceptable to the District: "This policy shall not be canceled until written notice to District stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."
8.3.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to who cancellation and reduction notice will be sent, and length of notice period.
8.3.3 All endorsements, certificates and insurance policies shall state that the District, members of District's board of trustees, and the officers, agents, employees and volunteers of the District, the State of California, are named additional insureds under all policies except Workers' Compensation Insurance.
8.3.4 All endorsements shall waive any right to subrogation against any of the named additional insured.
8.3.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California.
8.3.6 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 8.4 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written

notice to District stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

- 8.5 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the contractor and all Subcontractors for all claims made.
- 8.6 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than B+.
- 8.7 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.
- 8.8 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

Article 9 Workers' Compensation and Employer's Liability Insurance

- 9.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.
- 9.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's Insurance shall be covered by Contractor's Insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

Article 10 Insurance Limits

10.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	For bodily injury and property damage liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$2,000,000
Workers' Compensation		Statutory limits pursuant to State law

10.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall be the minimum required amount of insurance for purposes of the contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Article 11 Indemnity and Defense

11.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, board members, officers, representatives, agents, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, injury, damages, losses, and expenses (“Claims”), including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the contractor, its Subcontractors, vendors, or suppliers. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor’s defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor’s defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor’s obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Order by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

11.2 Without limitation of the provisions herein, if the Contractor’s obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreement and obligations herein to the fullest extent permitted by law.

Article 12 Time

Notice to Proceed

12.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

12.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

Hours of Work

12.3 Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Schedule.

Article 13 Termination

13.1 If District at any time reasonably believes the Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms of this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan what meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficiently to justify termination for cause.

Termination for Cause

13.2 The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work on the contract based upon any of the following:

- 13.2.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
- 13.2.2 Contractor fails to complete said Work within the time specified or any extension thereof, or
- 13.2.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents: or
- 13.2.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
- 13.2.5 Contractor persistently disregards laws, or ordinances, or instructions of District; or
- 13.2.6 Contractor fails to supply labor that is sufficient to prosecute the Work; or

13.2.7 Contractor is otherwise in breach, default or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

Notification of Termination

13.3 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy serve written notice upon Contractor of District's termination of this Contract and/or the Contractor's right to perform the work of the contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate.

Termination of Contractor for Convenience

13.4 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor. Upon notice, Contractor shall cease operations as directed by the District in the notice.

Effect of Termination

13.5 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

END OF GENERAL CONDITIONS DOCUMENT

SPECIAL CONDITIONS

A. **Term of bid.** The period of this award shall be from July 1, 2021 through June 30, 2024. The District shall have the option to renew the contract on an annual basis up to two(2) additional one(1) year extensions, providing all bid conditions have been met to the satisfaction of the District with an allowance for cost increase not to exceed five percent (5%) per year as per escalation clause.

B. **Schedule**

Event	Date
Advertisement Dates	03/23/2021 and 03/30/2021
Publication	San Diego Union Tribune
Holidays	04/02/2021
Questions from Bidders Due	04/19/2021 by 2:00 PM IN WRITING
Addendum(s) and Responses to Bidders Due	04/22/2021 by 6:00 PM POSTED ON WEBSITE
Bids Due	04/28/2021 at 2:00 PM PURCHASING DEPT
Unofficial Results	04/28/2021 POSTED ON WEBSITE
Protest Deadline	05/04/2021 by 4:00 PM
District Board Meeting – Award of Bid	06/01/2021
Contract Term	07/01/2021 – 06/30/2024 with option to renew annually for two additional years

ALL questions and requests for substitutions need to be in writing and sent to **Valerie.Ranum@lmsvschools.org** by 2:00 am on April 19, 2021. **Any addendums and answers to questions will be posted on the District website on the date specified under Schedule in the Special Conditions section of the bid documents. Any addendums and Questions and Answers must be returned signed with the bid documents.**

C. **Escalation.** The successful bidder shall agree to negotiate any price change it requests for each contract year and MUST supply the District with adequate pertinent documentation to support any price change requested. Such requests must be submitted in writing prior to April 1st of each contract renewal year. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation, has been accepted by the District. Until the change has been accepted, the vendor must continue to accept orders with the original bid price, terms and conditions. The price increase of any single item or the bid items in total shall not exceed five percent (5%) of the original bid price for the contract term, or the prior years agreed upon price.

D. **De-escalation.** In the event that a vendor with a current contract as a result of a bid wishes to REDUCE the price of an item or items, the District reserves the right to have the price reduction effective with the Written Offer to Reduce.

E. **Liquidated Damages.** The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for

SPECIAL CONDITIONS

a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

- F. **Documents Furnished.** The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is ONE (1)-SET.
- G. **Bond.** Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price as specified in the Information for Bidders.
- G. **Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Commercial General Liability	For bodily injury and property damage liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$2,000,000
Workers' Compensation		Statutory limits pursuant to State law

Additional Insured Endorsement: All endorsements, certificates and insurance policies shall state that the District, members of District's board of trustees, and the officers, agents, employees and volunteers of the District, the State of California, are named additional insureds under all policies except Workers' Compensation Insurance.

- I. **Executed Copies:** The number of executed copies of the Agreement required is THREE (3).
- J. **License:** Contractor must hold from San Diego County Solid Waste Compliance Office all licenses and permits, including all necessary collector permits and transport permits or other applicable licenses and permits for government entities, required by San Diego County to service the District sites on which he has bid. Bidders must submit with their bids copies of their licenses and permits required for the District sites they propose to service. All such licenses and permits must be current.

SPECIFICATIONS

FB #20/21-001 Waste Disposal & Recycling Services

A. Location

Bidder must have an established place of business in the San Diego County area, in order to efficiently handle the service.

B. Facilities Inspection

The District reserves the right to inspect the facilities of the bidders prior to award of the contract, and if representative of the District determine after such inspection that the bidder is not capable of performance satisfactory to the District, his bid shall not be considered.

C. Previous Performance

Bidders are advised that the District reserves the right not to consider a bid from a firm that cannot demonstrate the ability to provide the necessary product and/or services required under this contract.

D. Manpower and Equipment Capability

1. Bidder must hold all licenses and permits required for the sites for which they are quoting service, and must have trained personnel and adequate modern equipment. Bidder must have the ability to assume the workload without strain under emergency conditions. Bidder shall have his own maintenance yard and garage with mechanics on his payroll. Bidder collection trucks shall be equipped with radio communications equipment capable of district wide communication.
2. The District reserves the right to determine the capability of bidders. Any bid offering determined to be inadequate shall be disqualified as a non-responsive bid. Signing of this bid shall constitute an invitation to District representatives to visit bidder's facilities.

E. Site Visit by Bidder Prior to Bidding

Bidders may visit the various District sites and verify existing conditions in this and contract requirements prior to bidding. Contact Valerie Ranum, Director, Business Services, at (619) 668-5700 x6358 or valerie.ranum@lmsvschools.org for authorization to visit each site.

F. Scope of Trash Removal Service Provided

1. The District reserves the right to add or delete the number of required pickups and/or containers and to change scheduled delivery days at any school/site. This included additional schools that would be built within the period of this contract. The district is allowed to continue the current rotating bin system, or whatever schedule/service they feel best fits each site.
2. The service is to include both periodic and emergency removal by the contractor of all trash deposited by custodians and others into District approved, bidder-owned and maintained depositories of containers.

G. Frequency of Removal of Trash

1. Removal (emptying of all containers into bidder's modern trash trucks) shall be as specified for each bid item plus extra emergency removal as required.
2. Days to pick up will be provided later to awarded bidder.

SPECIFICATIONS

3. Additional emergency trash pickups shall be made the same day when called in by 8:00 a.m. and no later than 7:30 a.m. of the following day when called in between 8:00 a.m. and 4:00 p.m. Such requests shall be made by telephone to the successful bidder. Cost for this service is to be billed **according to price schedule on bid form**.

H. **Container Details (vendor supplied)**

1. Awarded vendor will be given the quantity of containers to be installed at each site. The District prior to Contractor's setting container(s) must approve any deviation.
2. Containers shall be of a District-approved, bidder-furnished type made for rapid emptying into modern trash truck. Wheel-type containers will be used at most sites; there are exceptions due to ongoing vandalism in moving wheeled container. Containers are to be "low profile" type.
3. In accordance with Section 11.201 of the Uniform Fire code, containers and lids shall be new or reconditioned metal, or if constructed of material other than metal, must be metal furnished with drain plugs. Lids must be flush fitting and equipped with "**locking mechanism**" and supporting arms to prop and hold them securely open at least 70 degrees while being loaded. Containers that do not have supporting arms(s) that hold the lid securely open during loading are not acceptable.
4. Contractor shall maintain all containers furnished in good mechanical and sanitary condition, which **shall include periodic spraying and insect deterrent** and deodorizer to provide and maintain a high degree of sanitation.
5. Containers shall be constantly maintained in good order, **shall be completely replaced if unsightly or damaged**, and shall be completely refurbished by Contractor at the Contractor's expense within a two-week period after notification by the District. Any wheels, locking mechanisms, lids support arms or any other items shall be repaired, or container replaced within two-weeks of the District notifying Contractor that they are broken, missing, and/or inoperable. At District request (no more than twice a year) containers are to be switched out for clean, sanitary and deodorized ones.
6. Pickup time to be given later to awarded bidder.

I. **Recycling Services**

1. MUST be single stream recycling with no sorting needed.
2. The District reserves the right to modify or cancel any portion or all of the recycling without affecting the other services. In the event a cost free or rebate-recycling program becomes available, at no cost to the District, La Mesa-Spring Valley School District will take full advantage of this opportunity.
3. Office size blue recycling containers MUST be provided at no charge as needed and ship within 10 days of the request. The dimensions are 15" high, 14 ½" long, and 10 ½" wide. The approximate capacity is 10 gallons. Not to exceed 100 containers.
4. MUST provide 2-6 thirty-five gallon toters per site for organics at no charge.

The bid will be awarded to the lowest grand total. The item total monthly cost and grand total do not represent any contract value.

SPECIFICATIONS

J. School / Site Addresses

Elementary School	Address	City	Telephone
Avondale	8401 Stansbury St.	Spring Valley	(619) 668-5880
Bancroft	8805 Tyler St.	Spring Valley	(619) 668-5890
Casa De Oro	10227 Ramona Dr.	Spring Valley	(619) 668-5715
Fletcher Hills	2330 Center Place	El Cajon	(619) 668-5820
Highlands	3131 S. Barcelona St.	Spring Valley	(619) 668-5780
Kempton	740 Kempton St.	Spring Valley	(619) 668-5870
La Mesa Dale	4370 Parks Ave.	La Mesa	(619) 668-5740
La Presa Elementary	519 La Presa St.	Spring Valley	(619) 668-5790
Lemon Ave	8787 Lemon Ave.	La Mesa	(619) 668-5835
Loma	10355 Loma Lane	Spring Valley	(619) 668-5862
Maryland Avenue	5400 Maryland Ave.	La Mesa	(619) 668-5744
Murdock	4354 Conrad Dr.	La Mesa	(619) 668-5775
Murray Manor	8305 El Paso St.	La Mesa	(619) 668-5865
Northmont	9405 Gregory St.	La Mesa	(619) 668-5830
Rancho	8845 Noeline Ave.	Spring Valley	(619) 668-5885
Rolando	6925 Tower St.	La Mesa	(619) 668-5800
Sweetwater Springs	10129 Austin Dr.	Spring Valley	(619) 668-5895
Middle School	Address	City	Telephone
La Mesa Arts Academy	4200 Parks Ave.	La Mesa	(619) 668-5733
Parkway Middle School	9009 Park Plaza Dr.	La Mesa	(619) 668-5813
STEAM @ LPMS	1001 Leland St.	Spring Valley	(619) 668-5728
Spring Valley Academy	3900 Conrad Dr.	Spring Valley	(619) 668-5857
Other Sites	Address	City	Telephone
Education Center	4750 Date Avenue	La Mesa	(619) 668-5700
Operation Center	3838 Conrad Dr.	Spring Valley	(619) 668-5760
Early Childhood Education Center	4811 Glen Street	La Mesa	(619) 668-8368

K. Approximate Container Counts

Description	Trash	Recycling
3 cubic yards	30	24
4 cubic yards	13	3
6 cubic yards	-	1

L. Invoicing

Awarded vendor must provide an invoice itemized by location each month to our accounting department.

M. Assembly Bill 341 – Recycling Requirement

Awarded vendor will provide continued resources and education for the district's recycling programs.

N. Assembly Bill 1826 – Recycling of Organics

Upon request the Awarded vendor will provide the district with resources for AB 1826 compliance, or allow the district to explore other available programs outside the contract. In the event a cost free or rebate-organic recycling program becomes available, the district will take full advantage of this opportunity.

**APPENDIX A
BID FORM**

Complete the table below.

- 1.) Enter the Unit Cost and Estimated Total Cost per Month for each type of service.
- 2.) The Estimated Frequency per Month is based on 4.33 weeks per month.
- 3.) Calculate the Estimated Total Cost per Month by multiplying the Unit Cost by the Estimated Frequency per Month.
- 4.) Calculate the BID AMOUNT by summing the Estimated Total Cost per Month column.

No.	Service Type	Unit Cost	Estimated Frequency per Month	Estimated Total Cost per Month
1	Front Load Trash Dumpster	\$ _____ / per yard	1,800 yards/month	
2	Front Load Recycle Dumpster	\$ _____ / per yard fee	675 yards/month	
3	Front Load Green Waste and Organics Dumpster	\$ _____ / per yard fee	675 yards/month	
4	Roll Off All	\$ _____ / per Trip Fee	4 trips/month	
5	Roll Off Trash	\$ _____ / Tonnage Fee	5 tons/month	
6	Roll Off Recycle Mixed	\$ _____ / Tonnage Fee	5 tons/month	
7	Roll Off Green	\$ _____ / Tonnage Fee	4 tons/month	
8	Roll Off C&D	\$ _____ / Tonnage Fee	1 haul/month	
9	Organics 35 Gallon	\$ _____ / Monthly Fee 1x/week	46 toters/month	
10	Organics 35 Gallon	\$ _____ / Monthly Fee 2x/week	46 toters/month	
11	Organics 35 Gallon	\$ _____ / Monthly Fee 3x/week	46 toters/month	
12	Organics 64 Gallon	\$ _____ / Monthly Fee 1x/week	21 toters/month	
13	Organics 64 Gallon	\$ _____ / Monthly Fee 2x/week	21 toters/month	
14	Organics 64 Gallon	\$ _____ / Monthly Fee 3x/week	21 toters/month	
15	Organics 96 Gallon	\$ _____ / Monthly Fee 1x/week	21 toters/month	
16	Organics 96 Gallon	\$ _____ / Monthly Fee 2x/week	21 toters/month	
17	Organics 96 Gallon	\$ _____ / Monthly Fee 3x/week	21 toters/month	
			BID AMOUNT	\$

Complete the table below.

- 1.) Enter the Unit Cost below for "Extra" work. These costs are **not** included in the BID AMOUNT and **do not** determine which vendor is awarded the bid.
- 2.) All extra work requires approval by the district.
- 3.) All rate increases require written approval prior to March 1st of the upcoming fiscal year.
- 4.) Rate increases are limited to 5% per fiscal year.
- 5.) No overage or contamination fees will be allowed.

EXTRA WORK	
Services Type	Unit Cost
Emergency pick-up: 3 cubic yards	\$ _____/per lift
Emergency pick-up: 4 cubic yards	\$ _____/per lift