

**MOUNTAIN VIEW SCHOOL DISTRICT**

**Request for Proposal (RFP) NO. 23/24 MVSD 01**

**District-Wide Waste, Recycling & Organic Services**

Mountain View School District

Business Services Division

Contact: Mr. Darin De Knikker, Associate Superintendent of Business Services

Email: ddeknikker@mtviewschools.net

**RFP Issued: December 4, 2023**

**Mandatory Job Walk: December 20, 2023 at 10:00 AM**

**Request for Information Deadline: December 20, 2023 at 10:00 AM**

**RFP Due: December 27, 2023 at 10:00 AM**

**REQUIRED DOCUMENTS CHECKLIST**

**RFP DOCUMENTS DUE ON THE DUE DATE**

Bid Form

Noncollusion Declaration

Certified or Cashier’s Check or Bid Bond

Designation of Subcontractors

Site Visit Certification

Information Required of Bidder form

Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters

Certification of Restriction on Lobbying

W-9

Specifications (Appendix A)

**OTHER FORMS NOT RQUIRED UNTIL AFTER AWARD**

Contract

Performance Bond

Tobacco Use Policy

Worker’s Compensation Certificate

Drug-Free Workplace Certification

Criminal Records Check Certification

Certificate(s) of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (Mountain View School District must be named as an Additional Insured)

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**NOTICE CALLING FOR BIDS**

**DISTRICT: MOUNTAIN VIEW SCHOOL DISTRICT (“District”)**

**BID DEADLINE:** **December 27, 2023 at 10:00 am**

**PLACE OF RECEIPT:** Mountain View School District, Business Services Division

Attn: Darin De Knikker, Assistant Superintendent of Business Services and Strategic Planning

3320 Gilman Rd., El Monte, CA 91732

**PROJECT NAME:** **District-Wide Waste, Recycling & Organic Services**

NOTICE IS HEREBY GIVEN that the Mountain View School District of the County of Los Angeles, State of California, acting by and through its Board of Education, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for RFP No. 23/24 MVSD 01, District-Wide Waste, Recycling & Organic Services (“Project”)

Contract Documents, including the Specifications (Appendix A), are on file at the District Office and will be available on [December 5, 2023] as a download at [mtviewschools.com/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. For Bidders desiring that the Contract Documents be forwarded to them via UPS, a Ten Dollar ($10.00) per set fee for postage and handling will be required. It is each bidder’s sole responsibility to ensure its RFP is timely delivered and received at the location designated as specified above. Any RFPs received at the designated location after the scheduled closing time for receipt of RFPs shall be returned to the bidder unopened. Questions regarding this RFP must be received via e-mail to the attention of Darin De Knikker at ddeknikker@mtviewschools.net by 4:00 PM on December 22, 2023.

District intends to award the Contract to the lowest responsible Bidder for the initial period of one (1) year. The Contract may be renewed annually for an additional four (4) years, for a total of five (5) years, upon the agreement of both parties.

**Bid Opening**: Bids shall be opened publicly and read aloud following the bid deadline specified above.

**Place of Bid Receipt and Opening**: District Business Services Department, 3320 Gilman Road, El Monte, CA 91732 (“District Office”). Bids shall be submitted to the attention of Darin De Knikker, Assistant Superintendent of Business Services.

Each bid shall be accompanied by a certified or cashier’s check or bid bond executed by an admitted surety insurer, as defined in California *Code of Civil Procedure* section 995.120, in the amount of Ten Thousand Dollars ($10,000), payable to the District as a guarantee that the Bidder, should its bid is accepted, shall promptly execute the **Contract** and furnish a satisfactory performance bond in the amount of Twenty Thousand Dollars ($20,000), the Workers’ Compensation Certification, the Criminal Records Check Certification, and certificates evidencing that the required insurance is in effect in the amounts set forth in the Specifications. In the event the successful Bidder fails to enter into the Contract and provide the required documents, such bid security will be forfeited.

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. The award of the **Contract**, if made by the District, will be by action of the Board of Education. No bidder may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of the proposals.

Mountain View School District

Board of Education

By: Darin De Knikker, Assistant Superintendent of Business Services

**PROPOSAL SCHEDULE**

|  |  |  |  |
| --- | --- | --- | --- |
| **EVENT** | | **DETAILS** | **DATE** |
| **RFP Posted** | Mtviewschools.com | | December 5, 2023 |
| **Pre-Submittal Conference and Job Walk** | 3320 Gilman Road  El Monte, CA 91732 | | December 20, 2023 at 10:00 AM |
| **Last Day to Submit RFIs/Questions** | District Contact:  Darin De Knikker  ddeknikker@mtviewschools.net | | December 22, 2023 at 4:00 PM |
| **Proposal Deadline/RFP Due** | Ensure the bid is timely delivered and received at the location below:  Mountain View School District Offices  3320 Gilman Road,  El Monte, CA 91732  Attn: Darin De Knikker, Associate Superintendent of Business Services and Strategic Planning | | December 27, 2023 at 10:00 AM |
| **Award of Contract** |  | | December 28, 2023 |

**INFORMATION FOR BIDDERS**

(WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.)

1. **Submittal Requirements**
2. The Mountain View School District (“District”) invites bids for District-Wide Waste, Recycling & Organic Services (“Project”), to be submitted at the time and place specified in the Notice to Contractors Calling for Bids and in accordance with these instructions.
3. Bids shall be submitted on the prescribed Bid Form, completed in full.
4. A response to any specific item with terms such as “negotiable,” “will negotiate,” or of similar intent will be considered nonresponsive to the specific item.
5. Numbers shall be stated both in words and in figures, and, where there is a conflict in the words and the figures, the words shall govern.
6. The signatures of all persons signing the bid shall be in longhand and in permanent blue ink.
7. Prices, wording, and notations must be in ink or typewritten.
8. Erasures or other changes shall be noted over by the bidder’s (“Bidder” or “Contractor”) signature.
9. Form and Delivery of Bids. The Bid Form, together with any and all additional materials required (collectively, “Contract Documents”), shall be enclosed in a sealed envelope, addressed and delivered or mailed to the District Business Services Department, 3320 Gilman Road, El Monte, California 91732 (“District Office”), Attn: Darin De Knikker, Assistant Superintendent of Business Services. The envelope shall be plainly marked in the upper left hand corner with the request for proposal (“RFP”) number and title, as well as the Bidder’s name, the Bidder’s address, the contract designation, and the date and time for the opening of bids. Email or facsimile submissions will not be accepted. It is the Bidder’s sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code section 53068 and Public Contract Code section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the bidder unopened. At the time for the opening of bids set forth in the Notice to Contractors Calling for Bids, the sealed bids will be opened and read aloud at the District Office.
10. Bid Security/Delivery of Documents. Each bid shall be accompanied by a certified or cashier’s check or bid bond issued by an admitted surety insurer, as defined in California *Code of Civil Procedure* section 995.120, in the amount of Ten Thousand Dollars ($10,000). Said check or bond shall be made payable to the District and shall be given as a guarantee that the Bidder, if awarded the contract, shall, within five (5) calendar days of receiving notice of award of the contract, unless otherwise directed in writing by the District, provide to the District, on the prescribed forms, the executed Agreement, Performance Bond, Tobacco Use Policy, Workers’ Compensation Certification, Drug-Free Workplace Certification, Criminal Records Check Certification, and the necessary insurance certificates, in accordance with the Contract Documents. In case of the selected Bidder’s refusal or failure to enter into the Contract and/or return the required documents, the check or bid bond, as the case may be, shall be forfeited to the District, and the District may, in its sole discretion, award the contract (“Contract”) to the second lowest responsible Bidder, reject all bids, and/or call for new bids. If the Bidder elects to furnish a bid bond as its bid security, the Bidder shall use the Bid Bond form included herein.
11. **Required Certifications/Documents; Bid Form.** All Bidders are required to execute and submit, together with the Bid Form, the items set forth below. Failure to submit any of the following may render the proposal nonresponsive. Bids must be concise, well organized, and demonstrate Firm’s qualifications. Include a primary contact person or persons from your firm, listing their name, title, telephone, email, and fax.
    1. Bid Form
    2. Noncollusion Declaration
    3. Certified or Cashier’s Check or Bid Bond
    4. Designation of Subcontractors
    5. Site Visit Certification
    6. Information Required of Bidder form
    7. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
    8. Certification of Restriction on Lobbying
    9. W-9
    10. Appendix A – Specifications
12. Signature. Any signature required on the Contract Documents must be provided in the name of the Bidder, must be the signature of the person or persons duly authorized to sign the Contract Documents, and must be in longhand and in permanent blue ink. Unsigned bids will not be considered.
    1. Where indicated, if Bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.
    2. Where indicated, in the event that the Bidder is a joint venture or partnership, there shall be submitted with the RFP certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, who shall act in all matters relative to the joint venture or partnership.
    3. If Bidder is an individual, his/her signature shall be placed on the required documents.
13. Erasures, Inconsistent, or Illegible Bids. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the proposal, words shall control numbers. In the event that any proposal is unintelligible, illegible or ambiguous, the proposal may be rejected as being nonresponsive.
14. Modifications. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification that is not specifically called for in the Contract Documents may result in the District’s rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.
15. Examination of Sites and Contract Documents. At its own expense and prior to submitting its bid, each Bidder shall examine the Contract Documents; visit the sites and determine the local conditions which may in any way affect the performance of the work, including familiarizing itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to be. The District shall not be liable for any loss sustained by the Contractor resulting from any variance between the conditions and data given in the Contract Documents and the actual conditions revealed during the Bidder’s examination or during the progress of the work. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders. Bidders shall not at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
16. Withdrawal of Bids. Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the bid withdrawal to so act on behalf of the bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this section, shall be returned on demand therefore. As specified in the Notice to Contractors Calling for Bids, no bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.
17. Agreement, Bonds, and Insurance. The Agreement that the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and should be carefully examined by the Bidders. Concurrent with the executed Agreement, the successful Bidder will also be required to furnish a performance bond from an admitted surety insurer, as defined in California *Code of Civil Procedure* section 995.120, in the amount of Twenty Thousand Dollars ($20,000) and in the form included in the Contract Documents, as well as the required Certificates of Insurance evidencing coverage in the amounts set forth in the Specifications.
18. Assignment of Contract. The Bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under the Contract Documents without the prior written consent of the surety on the bonds, as applicable, and the District.
19. Interpretation of Documents. If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Specifications, a written request for an interpretation or correction thereof may be submitted to the District. Requests for clarifications or explanations should be submitted to the District no later than the seventh (7th) calendar day preceding the scheduled closing time for receipt of bids. The Bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made solely at the District’s discretion and only by written addendum duly issued by the District. A copy of such addendum will be mailed, delivered, emailed, or faxed to each Bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. In case of disagreement or conflict, the more stringent provision shall be included in the bid, and the Bidder shall include in the bid the method of performing the Project resulting in the higher bid. **Submittal of a bid without clarifications shall be incontrovertible evidence that the Bidder has determined that the Specifications fall within an acceptable standard for Specifications, that the Specifications are sufficient for bidding, and that the Bidder is capable of reading, following, and completing the job in accordance with the Specifications.**
20. Addenda: Addenda issued during time of bidding shall be included in the bid and shall be made a part of the contract. Bidder shall list in the Proposal Form each addendum received.
    1. Addenda will be prepared and issued to bidders at the option of the DISTRICT.
    2. Name and telephone number of the individual who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.
    3. Addenda will be issued only to bidders who have obtained bid sets at the designated pick-up location.
    4. Addenda issued more than four (4) working days prior to the day bids are designated to be opened shall be mailed to bidders with no prior telephone notification.
    5. Bidders who have obtained bid sets at the designated pick-up location will be notified by telephone when any Addendum is issued less than four (4) working days prior to day bids are to be opened. The Addendum will be transmitted to bidders via UPS.
    6. In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.
    7. Addenda will NOT be transmitted to bidders via Facsimile Copier (FAX).
    8. Bidders shall be responsible for confirming they are in receipt of all addenda.
21. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two (2) identical low bids are received from responsible bidders, the District will determine which bid will be accepted by lot. The award of the contract, if made by the District, will be by action of the District’s governing board (“Board”) and to the lowest responsible bidder for the initial period of one (1) year therefor from among those bidders responsive to the call for bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) calendar days after notification of the award of the contract to bidder, the District may award the contract to the next lowest responsible bidder or release all bidders.
22. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the highest scoring responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.
23. Competency of Bidders. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the bid. By submitting a bid, each Bidder agrees that the District, in determining the successful Bidder and its eligibility for the award, may consider the Bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors that could affect the Bidder’s performance of the work. To this end, each bid shall be supported by a statement of the Bidder’s experience as required by the Information Required of Bidder form, included herein. The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the District. No bid for the work will be accepted from a Bidder who is not licensed in accordance with applicable state law or who otherwise fails to meet all state and local codes and regulations.
24. Listing Subcontractors. Each Bidder shall submit with the bid, on the form furnished with the RFP Documents, a list of the proposed subcontractors, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render services to the bidder in or about the Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.
25. Prevailing Wage. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.
26. Debarment, Suspension, and Other Responsibility Matters. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for 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 Mountain View School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.
27. Anti-Discrimination. In connection with all work performed under this Contract, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Contractor agrees to comply with applicable federal and state laws, including, but not limited to, the California Fair Employment and Housing Act (California *Government Code* sections 12900 et seq.) and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by any such Contractor.
28. Contractor’s License. If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California, such bid will be rejected as non-responsive (Public Contract Code section 3300) and will not be considered.
29. Surety Qualifications. All surety companies which are admitted surety insurers pursuant to California Code of Civil Procedure section 995.120 and comply with the provisions of California Code of Civil Procedure sections 995.630 and 995.660 shall be satisfactory to the DISTRICT.
30. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, Bidders shall submit a declaration of non-collusion with their bids. This form is included with the bid packet.
31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
32. **Upon Award RFP Documents and Information**
33. Required Certifications/Documents; Agreement. The Agreement is included as a sample in the Contract documents and should be carefully examined by the bidder. The form of Agreement, which the successful bidder, as Contractor, will be required to execute within five (5) calendar days of receiving notice of award of the contract. The complete Agreement consists of the following but are not limited to:
34. Agreement
35. Performance Bond
36. Tobacco Use Policy
37. Drug-Free Workplace Certification
38. Workers’ Compensation Certification
39. Criminal Records Check Certification
40. Certificates of Insurance, including an Additional Insured Endorsement, this is a separate document (Mountain View School District must be named as an Additional Insured)

All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

1. Performance Bond. Concurrent with the executed Agreement, the Contractor will also be required to furnish a performance bond from an admitted surety in the amount of Twenty Thousand Dollars ($20,000) and in the form included in the Contract Documents is required as a guarantee that the proposal to collect and dispose of trash in accordance with the specifications will be carried out.
2. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
3. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.
4. Workers’ Compensation. In accordance with California *Labor Code* section 3700, the successful Bidder as Contractor shall secure the payment of compensation to all employees during the term of the Contract. Contractor shall sign and file with the District the following certificate prior to performing the work under the Contract: “I am aware of the provisions of section 3700 of the California *Labor Code*, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions therein, 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 a part of the Contract Documents.
5. Criminal Records Check. During the entire term of the Contract, the Contractor, including all subcontractors and their employees, if any, shall fully comply with the provisions of California *Education Code* section 45125.1 with respect to fingerprinting of employees who may have contact with students. Additional information about the fingerprinting requirement is available on the California Department of Justice – Office of the Attorney General website, at <https://oag.ca.gov/fingerprints>.
6. Certificates of Insurance and District as Named Insured. No later than five (5) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid, bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers’ Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

1. Insurance. The successful bidder shall, at bidder’s sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder’s fulfillment of the obligations under this bid in the following amounts:
   1. General Liability Insurance:
      1. Bodily Injury: $1,000,000/occurrence and $2,000,000 in the aggregate
      2. Property Damage: $1,000,000/occurrence and $2,000,000 in the aggregate

Automobile Liability: $2,000,000 combined single limit per accident arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Workers’ Compensation and Employers Liability Insurance in a form and amount covering bidder’s full liability under the California Workers’ Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer’s waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to in 3i-3iii above shall not in any way limit the liability of the bidder.

1. Hold Harmless/Indemnification. The successful bidder awarded the contract shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, as set forth in the Agreement.
2. Contract Termination.
   1. If the Contractor refuses or fails to provide services, deliver equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Contractor should otherwise be guilty of a substantial violation of any provision of the Agreement, then the District may, without prejudice to any other right or remedy, serve written notice upon the Contractor of the District’s intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until performance is completed.
   2. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the District.
   3. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
   4. For convenience, the District may terminate this Contract, in whole or in part, if it is in the best interest of the District to do so, upon sixty (60) days advanced written notice to Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditures of time or resources than is reasonably necessary to effectuate the termination on the effective date. The District will pay all undisputed charges accrued by the Contractor that are in conformance with the Agreement up to the effective date of termination.
   5. If Contractor gives notice to terminate, notification must be in writing and shall continue to provide service at the established price for ninety (90) days after delivering said written Notice to the Mountain View School District Business Services Division, or at the end of any annual period, whichever is later.
3. Term of Contract. The “Initial Term” of the contract is one (1) year, effective from January 2, 2024 through December 31, 2024. Upon written mutual consent of the District and the Contractor, this contract is subject to an additional four (4) year extension for a maximum term of five (5) years. The renewal period will be presented to the Board of Education for approval as an amendment to the contract.
4. Adjustment of Rates. Rates established shall remain firm for the initial contract period, January 2, 2024 through December 31, 2024. For subsequent years, the base prices of the previous year may be increased no more frequently than once annually during the renewal period by a percentage which shall not exceed the percentage increase in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending December 31 of the given contract renewal and negotiated with the District.
5. Notice. All notices or demands to be given under the Agreement by either District or Contractor to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email (with confirmation of receipt), (c) facsimile (with confirmation of receipt), or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed or written notice given in accordance with the provisions of this section.
6. No Assignment. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of the District; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent specified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the District. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by the District in accordance with the Contract.
7. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed for submission of proposal documents, and is submitted within five (5) calendar days of the posting of the Intent to Award. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.
8. Public Information. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be disclosed. However, the District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure if deemed to be required by law or by an order of the Court.
9. **Selection Process**

The District will review bids and select a firm to perform the services described herein.

The District is not obligated to explain any deficiencies in submitted RFP Documents, nor accept requests for justification from firms not selected. The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the total proposal, and to waive any informality or non-substantive irregularity, as the interests of the District may require. *The award of a contract is at the sole discretion of the District, acting through the Board of Education*.

1. **Disqualification**

Contact between a proposing firm and any member of the District Staff or Board of Education regarding this project or proposal may result in disqualification of the subject firm from selection. An exception will be, contact with Darin DeKnikker, Assistant Superintendent of Business Services, for questions and clarifications by written request during the timeframe stipulated on the RFP Schedule.

1. **Attachments (“Contract Documents”)**
   1. Proposal Form \*\*
   2. Noncollusion Declaration \*\*
   3. Certified or Cashiers Check or Bid Bond \*\*
   4. Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters \*\*
   5. Site Visit Certification \*\*
   6. Designation of Subcontractors \*\*
   7. Certification of Restriction on Lobbying \*\*
   8. W9 \*\*
   9. Specifications (Appendix A) \*\*
   10. Agreement
   11. Tobacco Use Policy
   12. Worker’s Compensation Certificate
   13. Drug-Free Workplace Certification
   14. Certification by Contractor
   15. Criminal Records Check
   16. Performance Bond
   17. Certificates of Liability Insurance, including an Additional Insured Endorsement naming Mountain View School District as an Additional Insured.

\*\*Item needs to be completed and submitted to the District as part of your proposal.

|  |  |
| --- | --- |
| **FIRM NAME:** |  |
| **ADDRESS:** |  |
| **TELEPHONE #:** |  |
| **FAX #:** |  |
| **E-MAIL:** |  |

**PROPOSAL FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

FOR

**RFP NO. 23/24 MVSD 01**

**DISTRICT-WIDE WASTE, RECYCLING & ORGANIC SERVICES**

FOR

**MOUNTAIN VIEW SCHOOL DISTRICT**

**BID FORM**

TO: MOUNTAIN VIEW SCHOOL DISTRICT, acting by and through its Governing Board, herein called the “DISTRICT”

FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proper Name of Bidder)

* + - 1. Pursuant to your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following project:

**RFP NO. 23/24 MVSD 01, DISTRICT-WIDE WASTE, RECYCLING & ORGANIC SERVICES**

Bidder shall act in strict conformity with the complete contract as defined in the Agreement, including addenda nos. \_\_\_, \_\_\_, \_\_\_, and\_\_\_, on file at the Business Services Department, 3320 Gilman Road, El Monte, California 91732.

Each individual bid term shall be determined from visiting the work site, reviewing the Specifications, and all other portions of the RFP documents, as defined in the Agreement (“RFP Documents”), and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work: tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work; and bonds, insurance and submittals; all as per the requirements of the RFP Documents, whether or not expressly listed or designated.

* + - 1. Submit your Bid for Waste, Recycling & Organic Services, for the period of January 2, 2024, through December 31, 2024, with the option to renew annually thereafter by mutual agreement for four (4) additional years (a maximum of five (5) years) under the same terms and conditions.

Proposal Due Date: **December 27, 2023 at 10:00 AM**

**BID PRICES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Service** | **# of Pick-Ups/Week** | **Time Period** | **Price for One Container, Weekly (written), including all taxes** | **Price for One Container, Weekly (numerical), including all taxes** |
| **“Basic Trash Collection/Disposal Services”**  The price of Basic Trash Collection/Disposal Services shall be prorated for the months affected by winter and spring breaks. | Five (5) times per week | Year-round, including Summer break but excluding Winter and Spring breaks | Dollars | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **“Recess Trash Collection/Disposal Services”**  Recess Trash Collection/Disposal Services shall be prorated as necessary. | One (1) time per week | Winter and Spring breaks | Dollars | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Recycling Services** | One (1) time per week | Year-round, including Summer, Winter, and Spring breaks | Dollars | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Organics (Greens and Food Waste) Disposal Services** | One (1) time per week | Year-round, including Summer, Winter, and Spring breaks | Dollars | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Extra Pick-up** | As-Needed Basis, at the District’s discretion | Year-round, including Summer, Winter, and Spring breaks | Dollars | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* + - 1. **TYPE OF SERVICE DEFINED**
         1. **Trash Collection and Disposal**. CONTRACTOR is required to provide solid waste (as defined in Public Resources Code Section 40191) collection services at each facility listed Section 6 of Appendix A. CONTRACTOR will not be required to collect, and CONTRACTOR shall not be liable in any way for, any of the following wastes: highly flammable or explosive materials, toxic industrial waste, medical waste, universal waste, biohazardous waste, infectious waste, Hazardous Wastes as defined by Federal and State law, any material that is prohibited from being collected, transported, or processed by CONTRACTOR or disposed of in Class III landfills, or that would, as a result of or upon collection, transportation, processing and/or disposal, be a violation of applicable law, would present a significant risk to human health or the environment, cause a nuisance, requires special handling by CONTRACTOR, or otherwise create or expose CONTRACTOR or DISTRICT to potential liability (together and separately “Excluded Waste”). Under no circumstances shall CONTRACTOR take title to any Excluded Waste under this Agreement. CONTRACTOR will be required to submit monthly reports that show the tonnage of solid waste collected within DISTRICT.
         2. **Recycling Service**. CONTRACTOR will collect, haul, process, and dispose of non-organic recyclables (as defined in 14 CCR Section 18982(a)(43), referred to as “recyclables” in this Agreement). CONTRACTOR is required to implement recycling programs that are in compliance with applicable law promulgated by Assembly Bill (AB) 341. Typical recyclables generated at DISTRICT Facilities include all types of paper, aluminum, glass, and plastic containers, plastic packaging, and other recyclable materials. The recycling must be accomplished through source separate collection of approved materials. The recycling must be accomplished through source separate collection of approved materials.
         3. **Organics Recycling Service**. CONTRACTOR will collect, haul, process, and dispose of organic waste (as defined in 14 CCR Section 18982(a)(46), provided that for purposes of this Agreement textiles and carpets shall be treated as solid waste and paper products and printing and writing paper, shall be treated as recyclables).CONTRACTOR is required to implement three-container waste services in compliance with applicable law promulgated by Assembly Bill (AB) 1826 and Senate Bill SB 1383. CONTRACTOR shall provide the Facilities with compliant programs such as organic waste collection, coordination with food rescue organizations to promote edible food recovery, education and outreach, and reporting. Typical organic waste generated at DISTRICT facilities include green waste, food-soiled paper, and some food waste. Organics recycling can be accomplished through composting, anaerobic digestion, or other organics processing.
      2. Bidder understands that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids. The following required documents are attached hereto: Non-Collusion Declaration; Site Visit Certification; Designation of Subcontractors; Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters; Certification of Restriction on Lobbying; W-9; Certified or Cashier’s Check or Bid Bond; Information Required of Bidder form; and Corporate resolution authorizing officer to sign on behalf of and bind the corporation, if applicable.

* + - 1. The Bidder understands and agrees that, if written notice of the acceptance of this bid is mailed or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the Bidder will execute and deliver to the District the Agreement that is part of the Contract Documents, in accordance with the bid as accepted, and that the Bidder will also furnish and deliver to the District, within five (5) calendar days after receipt of notification of award, the following required documents: Performance Bond; Tobacco Use Policy; Drug Free Workplace Certification; Workers’ Compensation Certification; Criminal Records Check Certification; and Certificates of Insurance, including an Additional Insured Endorsement.
      2. The Bidder understands and agrees that, should the Bidder fail or refuse to return executed copies of the Agreement, Performance Bond, Workers’ Compensation Certification, Criminal Records Check Certification, and certificates of insurance to the District within five (5) calendar days of receipt of notification of award, the security may be forfeited to the District as liquidated damages.
      3. The Bidder hereby warrants that the Bidder has the appropriate license (License No. \_\_\_\_\_\_\_\_\_\_\_\_\_), in accordance with the act providing for the registration of contractors, that such license entitles the Bidder to perform the Contract, that such license will be in full force and effect throughout the performance of the Contract, and that any subcontractors to be employed by the Bidder will have appropriate licenses.
      4. The Bidder declares that the Bidder has carefully examined the locations of the work described in the Contract Documents, examined the Specifications, and read the accompanying Information for Bidders, and hereby proposes and agrees, if the Bidder’s proposal is accepted, to furnish all materials and do all work required for the performance of the Contract in accordance with the Specifications, in the time specified, and in the manner prescribed in the Contract Documents, for the amounts set forth in this Bid Form
      5. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
      6. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information required by the District that is sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the work.
      7. Pursuant to California *Government Code* section 4552, in submitting this bid, the Bidder offers and agrees that, if the bid is accepted, the Bidder will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (California *Business & Professions Code* sections 16700 et seq.) arising from the purchase of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.
      8. If the Bidder is a corporation, the Bidder hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose title is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose title is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is/are authorized to act for and bind the corporation. (See Section 4 of Information for Bidders for additional information.)
      9. Communication conveying notice of award of contract, requests for additional information, or other correspondence should be addressed to the Bidder stated below,

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone/Email: |  |

* + - 1. The names of all persons interested in the foregoing bid as principals are as follows:

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone/Email: |  |

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone/Email: |  |

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone/Email: |  |

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

The undersigned hereby declares that all of the representations of this bid are true and correct and are made under penalty of perjury under the laws of the State of California and covenants that it has complied with the signature requirements described in Section 4 of the Information for Bidders form.

(*signatures on next page*)

**The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.**

|  |  |  |
| --- | --- | --- |
| **Individual** |  | Name: |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |

|  |  |  |
| --- | --- | --- |
| **Partnership** |  | Name: |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |
|  |  | Other Partner(s): |

|  |  |  |
| --- | --- | --- |
| **Corporation** |  | Name: |
|  |  | (a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation[[1]](#footnote-1)) |
|  |  | Business Address: |
|  |  | Telephone: |

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **Joint Venturer** |  | Name: |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |

|  |  |  |
| --- | --- | --- |
| **Other Parties to Joint Venturer** |  | ***If an individual***, Name: |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |

|  |  |  |
| --- | --- | --- |
|  |  | ***If a Partnership***, Name: |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |

|  |  |  |
| --- | --- | --- |
|  |  | ***If a Corporation***, Name: |
|  |  | (a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation) |
|  |  | Signed by: |
|  |  | Print Name: |
|  |  | Date: |
|  |  | Business Address: |
|  |  | Telephone: |

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Title] of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date], at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [City], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [State].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

**INFORMATION REQUIRED OF BIDDER**

**General Information**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

(1) Firm name and address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(2) Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) Type of firm: (Check one)

Individual\_\_ Partnership\_\_ Corporation\_\_ Joint Venture\_\_

(4) Contractor's License: Primary class \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supplemental classifications held, if any, and license number(s) and expiration date(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

(5) Have you ever been licensed under a different name or different license number? ( Y / N )

If Yes, give name and license number.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(6) Names and titles of all officers of the firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(7) How many years continuous experience in providing refuse collection and disposal services under contract with school district, other public agencies or large commercial concerns, using comparable equipment and procedures? \_\_\_\_\_\_\_\_\_\_\_\_

(8) Describe below the equipment and facilities which will be used to perform the Work required by the contract documents:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(9) Describe the staffing which your firm will employ in performing the contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_ If the answer is "Yes", give dates, name and address of surety and details.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(11) Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_\_\_ If Yes, explain, and provide case name and number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(12) Have you ever failed to complete a contract in the last three years? \_\_\_\_\_\_ If so, give owner and details:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(13) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? \_\_\_\_ If so, please elaborate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(14) List of References. Please provide references of K-12 school districts and/or any public agencies that bidder has contracted with to provide waste, recycling and organic services within the last five (5) years as required under Information for Proposers.

**Reference 1**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |
| Phone/Email: |  |
| Contact Person: |  |
| Product Description: |  |

**Reference 2**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |
| Phone/Email: |  |
| Contact Person: |  |
| Product Description: |  |

**Reference 3**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
|  |  |
| Phone/Email: |  |
| Contact Person: |  |
| Product Description: |  |

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, a California admitted surety insurer, are held and firmly bound unto the Mountain View School DISTRICT, hereinafter called the DISTRICT, in the sum of Ten Thousand Dollars ($10,000) for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_, for **RFP No. 23/24 MVSD 01, District-Wide Waste, Recycling & Organic Services**.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers’ Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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 said 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 DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

*(signatures on next page*)

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of , 20\_\_, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of Principal, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

if Corporation) Principal (Proper Name of Bidder)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

(Corporate Seal of Principal, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

if Corporation) Surety

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile No.

**CERTIFICATE OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this bid been convicted of a 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 (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Title of Authorized Official

**CERTIFICATE OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby certify on behalf (name of offeror) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that: (Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of authorized official)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title of authorized official)

**SITE VISIT CERTIFICATION**

I certify that I have visited the sites of the proposed work and have fully acquainted myself with the conditions relating thereto. I am fully aware of those conditions, as well as any difficulties attending the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify Mountain View School District and all its officers, agents, and employees from any damage or omissions related to conditions that could have been identified during my visit(s) to the sites.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [SEAL]

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT (“Agreement”), dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the “Effective Date”), in the County of Los Angeles, State of California, is by and between the MOUNTAIN VIEW SCHOOL DISTRICT, (hereinafter referred to as “DISTRICT”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a [California] corporation (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR shall be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

**WITNESSETH**

1. CONTRACT DOCUMENTS. The “Contract Documents” shall include this Agreement, Notice to Bidders, Information for Bidders, Bid Form, Noncollusion Affidavit, Site Visit Certification, Designation of Subcontractors, Certified or Cashier’s Check or Bid Bond, Information Required of Bidder, Workers’ Compensation Certification, Insurance Policies, W-9, Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters, Certification of Restrictions on Lobbying, Specifications, Service Schedule, Tobacco Use Policy, Drug-Free Workplace Certification, Criminal Records Check Certification, and all modifications and amendments thereto, and by this reference are incorporated herein (“Contract Documents”). and all exhibits, appendixes, modifications, addenda and amendments thereto, which by this reference shall be incorporated herein. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
2. SERVICES. CONTRACTOR shall perform within the terms set forth in this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, equipment, expendable supplies, and all transportation services as described in this Agreement and required for the **DISTRICT-WIDE WASTE DISPOSAL, RECYCLING SERVICES, and ORGANIC WASTE DISPOSAL** (collectively referred to as the “Services,” as more particularly described in Appendix A).

Based on the mutual understanding of the Parties, the following scope of Services is included for a comprehensive understanding:

* 1. Recycling and organic waste services are parts of this Agreement, in addition to the waste hauling services. CONTRACTOR will provide training and educational materials at no additional cost to DISTRICT, including, but not limited to, providing examples for better management of waste services.
  2. CONTRACTOR will not charge DISTRICT for contaminated recycling. Contaminated recycling is defined as comingling of food and trash with recyclables.
  3. CONTRACTOR will provide DISTRICT with suggestions for recycling program efficacy. Such suggestions may be in the form of videos, or web links or literature.
  4. DISTRICT’s service frequency and schedule as shown herein as Appendix B, Service Schedule, is made a part of this Agreement and will be adjusted as necessary based on DISTRICT needs.
  5. Appendix A, Specifications, is made a part of this Agreement and further specifies the required services CONTRACTOR will provide DISTRICT.

1. TERM. The Services required by this Agreement shall be commenced on January 2, 2024 and continue through December 31, 2024, the “Initial Term.” Upon written mutual consent of DISTRICT and CONTRACTOR, this Agreement is subject to four (4) additional twelve month extensions for a maximum of five (5) years (each an “Additional Term” and together with, the Initial Term, the “Term”); with no change in terms and/or conditions, except for revisions to the fee schedule as provided herein. If either Party desires to extend the Term of this Agreement, it shall provide written notice on or before December 15 of the Initial Term or Additional Term(s), as applicable.
2. COMPENSATION. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, DISTRICT agrees to pay CONTRACTOR on a monthly basis for scheduled service with payments to be made in arrears throughout the year.
   1. Prices.
      1. Basic service regular schedule – five times per week. Services to elementary, middle and intermediate schools, and DISTRICT administration center, as listed in Section 6 of Appendix A.
      2. Services during recess periods, etc.
      3. Recycling service
      4. Organic (food/green) service
   2. Annual Rate Adjustments. For extensions of the contract after the first year of service (i.e., on or after December 31, 2024), the contract prices (fee schedule) shall be adjusted annually based on the percentage change (increase or decrease) in the Consumer Price Index (CPI) for the Los Angeles/Long Beach/Anaheim Area, Unadjusted, All Urban Consumers, All Items, as published by the U.S. Bureau of Labor Statistics, for the preceding twelve (12) months (i.e., January 2, 2024 to December 31, 2024).
   3. Other Adjustments. Further, whenever the County of Los Angeles revises its fee schedule for the use of landfills/dumps or collection/transfer stations, the contract prices herein shall be adjusted to reflect the actual increase or decrease in CONTRACTOR’s cost which directly results from the County’s revision to that fee schedule. Such price adjustments shall be requested by CONTRACTOR, providing sufficient detail of the calculations for the new costs so as to enable verification by DISTRICT. Upon review and concurrence by DISTRICT, an amendment to this contract shall be prepared by DISTRICT to clearly establish the revised prices for the succeeding period, such amendment to be executed by both DISTRICT and CONTRACTOR.
3. INDEPENDENT CONTACTOR. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
4. INVOICING/PAYMENT.
   1. Within thirty (30) days of receipt and acceptance of an undisputed and properly submitted invoice DISTRICT shall make payment to CONTRACTOR. Should DISTRICT require additional information or documentation necessary to verify and approve the compensation request, CONTRACTOR shall promptly provide such information or documentation, and the payment period shall be extended by the number of days needed for CONTRACTOR to provide such information or documentation.
   2. CONTRACTOR will submit two (2) itemized invoices as follows:
      1. Regular services invoice: contains itemized information on regular trash, recycling and organic waste for one month.
      2. Roll-off bins: contains charges and fees for all roll-off bins for one month.
   3. Monthly invoices will only contain information for a one (1) month period, not multiple months.
5. ADDITIONAL SERVICES. All requests for additional services must be authorized in writing by a DISTRICT designated representative prior to delivery of the additional services. CONTRACTOR shall be entitled to increased compensation in excess of the Guaranteed Maximum for such additional services. No compensation shall be made for unauthorized delivery of services.
6. PICK-UP TIMES, LOCATIONS, AND RESTRICTIONS. CONTRACTOR shall adhere to a pick-up schedule to be approved by DISTRICT. DISTRICT reserves the right to designate the time of day for servicing the containers at each facility. Collection of all trash shall be completed no later than 12:00 noon on each scheduled collection day. No pickup of trash at any location shall occur after 9:00 p.m. or before 6:00 a.m. The Contractor shall avoid pickups at any site where the pickup of trash may result in congestion in the parking lot during the normal arrival and dismissal times of students. The failure of the Contractor to adhere to these time constraints will result in a pro-rata reduction of payment for that site, plus a $10.00 fine, and, if continued, may result in the termination of the contract either in part or in its entirety.
   1. Regular. The Contractor shall pick up and dispose of trash in bins at the sites as listed in Section 6 on a daily or weekly basis (as directed), except Saturday, Sunday, and legal holidays which are observed by the District.
   2. Holidays and Recess Periods. The Contractor shall pick up and dispose of trash one time per week at all school sites during Christmas and Spring Recess periods.
   3. Summer Break. The Contractor shall pick up and dispose of trash one time per week, at all school sites during the summer months. Service to the District Administration Center will continue on a daily basis throughout the year.
   4. Single Extra/Emergency Pickups. Pickups at some locations may be reduced to an “as required basis” for solid waste, recycling, and organics. When required by DISTRICT, 24 hour-a-day emergency service with a response time of two (2) hours or less shall be provided by CONTRACTOR at the quoted rates herein for similar service. When requested by DISTRICT, CONTRACTOR shall furnish additional three or four cubic yard bins, open-top 30- 40 cubic yard bins, and/or 10-20 cubic yard “lowboy” containers to be placed as requested.
7. INDEMINIFICATION. CONTRACTOR agrees to and does hereby indemnify and hold harmless DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
   1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the Services, except for liability resulting from the negligence or willful misconduct of DISTRICT.
   2. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, negligence, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the Services, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by CONTRACTOR, either directly or by independent contract, in performance of the Services.
   3. CONTRACTOR, at CONTRACTOR’S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings related to the Services under this Agreement that may be brought or instituted against DISTRICT, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered DISTRICT, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.
8. FEES, LICENSES AND PERMITS. CONTRACTOR and all CONTRACTOR’s

employees or agents will be responsible for determining and obtaining any and all licenses and permits required for operation under this Agreement. Such permits and licenses shall be maintained in force as required by law in connection with the furnishing of the Services pursuant to this Agreement. The cost of any licenses and permits are considered a cost of doing business under this Agreement and will not be allowed as separate fees.

Effective [January 2, 2024] to [December 31, 2024] (“License Term”), CONTRACTOR is granted a temporary license to install all necessary equipment (e.g., trash bins) on all DISTRICT sites prior to the CONTRACTOR’s performance of Services starting [Janauary 2, 2024].

1. NOTICES. All notices or demands to be given under this Agreement by either Party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email (with confirmation of receipt), (c) facsimile (with confirmation of receipt), or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed or written notice given in accordance with the provisions of this section. As of the date of this Agreement, the addresses of the parties are as follows:

|  |  |
| --- | --- |
| DISTRICT: | CONTRACTOR: |
| Mountain View School District | [Contractor name] |
| 3320 Gilman Rd  El Monte, CA 9132 | [address]  [address] |
| Attn: Darin De Knikker, Assistant Superintendent of Business Services  Tele: (626) 652-4054  Email (preferred): ddeknikker@mtviewschools.net | Attn: [name]  Tele: [phone]  Facsimile: [fax#]  Email (preferred): [email] |

1. INSURANCE. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the following policies issued by insurance companies authorized to transact business in the State of California and which comply with all requirements of the Department of Insurance for the State of California:
   1. General Liability. Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability.
   2. Automobile Liability. Contractor shall maintain motor vehicle liability with limits not less than $2,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
   3. Workers’ Compensation and Employer’s Liability. Workers’ Compensation statutory limits in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
2. ORGANIZATIONAL STRUCTURE. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **\_\_\_\_\_\_\_**, whose title is \_\_\_\_\_\_\_\_\_\_\_, is authorized to act for and bind the corporation.
3. FORCE MAJEURE. In the event that performance on the part of either Party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, neither of the Parties shall incur any liability to the other Party as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, pandemics such as COVID-19, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the Party’s willful or negligent acts or omissions, and to the extent that they are beyond the Party’s reasonable control.
4. TERMINATION.
   1. If the CONTRACTOR refuses or fails to provide services, deliver equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the CONTRACTOR should be adjudged bankrupt, or if the CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if CONTRACTOR should otherwise be guilty of a substantial violation of any provision of the Agreement, then the District may, without prejudice to any other right or remedy, serve written notice upon the CONTRACTOR of the District’s intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to the District for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, the CONTRACTOR shall not be entitled to receive any further payment until performance is completed.
   2. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the Bidder shall pay the difference to the District.
   3. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
   4. For convenience, the District may terminate this Agreement, in whole or in part, if it is in the best interest of the District to do so, upon sixty (60) days advanced written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditures of time or resources than is reasonably necessary to effectuate the termination on the effective date. The District will pay all undisputed charges accrued by the CONTRACTOR that are in conformance with the Agreement up to the effective date of termination.
   5. If CONTRACTOR gives notice to terminate, notification must be in writing and shall continue to provide service at the established price for ninety (90) days after delivering said written Notice to the Mountain View School District Business Services Division, or at the end of any annual period, whichever is later.
5. SEVERABILITY. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
6. GOVERNING LAW. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Riverside County, California without respect to its choice of law principles.
7. EDUCATION CODE 45125.1. During the entire term of this Agreement, the CONTRACTOR and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with DISTRICT pupils in the performance of the work of this Agreement.
8. ENTIRE AGREEMENT. The complete Agreement as set forth in Paragraph 1 of this Agreement constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the Parties. This Agreement can be modified only by an amendment in writing, signed by both Parties and pursuant to action of the Governing Board of the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

MOUNTAIN VIEW SCHOOL DISTRICT CONTRACTOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Print Name

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Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

Mountain View School District

Board Approval Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contractor’s License No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID No.

(Corporate Seal of Contractor,

if corporation)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Mountain View Elementary School District of Los Angeles County, California (hereinafter referred to as "District") has awarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as Principal, hereinafter designated as "Principal", the Contract for the work described as follows:

**TO COLLECT AND HAUL AWAY AND TO DISPOSE OF ALL TRASH AS NEEDED, IN ACCORDANCE WITH THE SPECIFICATIONS AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT DOCUMENTS, FOR A PERIOD BEGINNING January 2, 2024 AND ENDING December 31, 2024.**

AND WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound to the District, in the sum of Twenty Thousand Dollars ($20,000), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, including, but not limited to the provisions regarding Contract duration, all within the time and in the manner therein designated in all respects according to their true intent and meaning; then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT's obligations thereunder unless excused by Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the DISTRICT, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Contract nor shall Surety accept a Bid from Principal for completion of the Work if the DISTRICT, when declaring the Principal in default, notifies Surety of the DISTRICT's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or is made, whichever occurs later.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL AND NOTARIAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACKNOWLEDGMENT OF Principal (Seal)

SURETY)

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Mailing Address of

Surety) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title)

**TOBACCO USE POLICY**

In the interest of public health, the Mountain View School District provides a tobacco-free

environment. Smoking or the use of any tobacco products are prohibited in buildings and

vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide

with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**WORKER’S COMPENSATION CERTIFICATE**

Labor Code section 3700.

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

* + - 1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
      2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, 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 or her employees.
      3. For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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
2. 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 maintain 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;
3. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 suspension of payments, termination, 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 Section 8350, et seq.

(*continues on the next page*)

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**

Education Code Section 45125.1

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

AB 1610, 1612, and 2102

To the Governing Board of the Mountain View School District:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certify that:

Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone

**DESIGNATION** **OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Prime Contractor’s total bid and (b) the portion of the work which will be done by each subcontractor under this Act. The Prime Contractor shall list only one subcontractor for each such portion as is defined by the Prime Contractor in this bid. The successful Prime Contractor shall provide the DISTRICT within five (5) days from notification of award a complete list of all subcontractors named below, including license numbers, classifications and expiration dates.

If a Prime Contractor fails to specify a subcontractor or if a Prime Contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Prime Contractor’s total bid, the Prime Contractor shall be deemed to have agreed that it is fully qualified to perform that portion, and that said Prime Contractor alone shall perform that portion.

No Prime Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Prime Contractor’s total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Prime Contractor’s total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A Prime Contractor violating any of the provisions of Public Contract Code section 4100 et seq. shall be deemed to be in violation of this contract and the DISTRICT may exercise, after providing the Prime Contractor with the opportunity to a public hearing, the option, in its own discretion, of (1) canceling the contract or (2) assessing the Prime Contractor a penalty in an amount of not more than ten percent (10%) of the amount of the subcontract involved.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate.

**DESIGNATION OF SUBCONTRACTORS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Subcontractor** | **Portion of Work** | **Location and Place of Business** | **License No.** |
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In signing below, the Prime Contractor covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders form.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proper Name of Bidder

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**W-9 FORM**

Link to Current Version Available (Rev. Oct 2023)

**APPENDIX A – SPECIFICATIONS**

1. **GENERAL**
   1. Contractor will collect, haul, process, and dispose of solid waste (as defined in Public Resources Code Section 40191), non-organic recyclables (as defined in 14 CCR Section 18982(a)(43), referred to as “recyclables” in this Agreement), and organic waste (as defined in 14 CCR Section 18982(a)(46), provided that for purposes of this Agreement textiles and carpets shall be treated as solid waste and paper products and printing and writing paper, shall be treated as recyclables) District-wide in accordance with this Exhibit A.
   2. Trash containers will be furnished by the Contractor in excellent condition at all trash pickup locations as listed in Section 6. Container size (capacity): minimum 3.0 cubic yards, maximum 4.5 cubic yards each. Containers must have locking devices and be watertight. CONTRACTOR shall immediately replace or repair any damaged containers at no cost to DISTRICT, should DISTRICT determine that a container requires replacement. DISTRICT reserves the right to modify the quantity, size, pick-up frequency, service time, and location of containers set forth in Section 6. The quantity of containers listed in Section 6 is approximate and is based on current usage. Additional containers are to be available, upon request of the District, within 48 hours of request.
   3. The Contractor shall maintain containers in good state of repair (i.e., lids, casters, rings); free from leakage and in a sanitary condition as defined by the County of Los Angeles Health Department. Annually, during the months of July, August, and December, the Contractor shall wash all containers thoroughly on the inside and, if necessary for good appearance, repainted completely. Failure to do so will result in a $50.00 per bin deduction from that month’s invoice payment.
   4. The District intends to award a contract for collection and disposal of all trash generated in the designated locations for an initial one (1) year period commencing on January 2, 2024 and ending on December 31, 2024. By mutual agreement of Contractor and District, the contract may be extended annually thereafter for up to four (4) additional years (for a maximum of five (5) years), as provided for in the Agreement.
   5. Payment for services rendered will be made monthly, in arrears, by District, within thirty (30) days of receipt of invoices from Contractor, in triplicate.
   6. All drivers of trucks shall be fully licensed as required by State laws.
   7. The Contractor shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should the Contractor fail to make these repairs promptly and to the satisfaction of the District, the District shall have the corrections made and bill the Contractor or deduct cost of repairs from payments due the Contractor.
   8. The Contractor shall be fully responsible for all fees, licenses, permits, and any other charge that may be incurred as a result of this contract.
2. **QUALIFICATION OF CONTRACTORS** 
   1. Experience. Contractors submitting bids must have at least three (3) years of continuous and successful experience, within the five (5) years prior to the bid date, providing trash collection/disposal and recycling services under contract with school districts, other public agencies, or large commercial concerns and using comparable equipment and procedures.
   2. Equipment and Facilities. Contractors submitting bids must currently have all equipment and facilities necessary to perform all of the services called for by the District in accordance with the terms of the Agreement.
   3. Employees. Contractors submitting bids shall also:
      1. Possess sufficient qualified, competent personnel to perform all of the services called for pursuant to the Agreement;
      2. Require and ensure that, during the entire term of the Agreement, all employees performing services thereunder possess all necessary licenses;
      3. Employ for this Agreement only employees who have undergone fingerprinting and background checks, as required by the District and state law for employees who may have contact with students.
   4. Removal of Personnel. The District reserves the right to demand that the Contractor remove and replace any personnel employed to fulfill the terms of the Agreement that the District deems does not meet an appropriate professional standard, subject to the District’s discretion.
   5. Evidence of Qualification. Contractors submitting bids must furnish a list of agencies or firms for which comparable trash collection/disposal and recycling services have been provided in the past three (3) years. If required by the District, Contractors must also furnish an inventory list of trucks, equipment, and staffing that they intend to employ in the course of performing the terms of the Agreement.
3. **SITE INVESTIGATION.** Before bidding on the contract, each Contractor shall carefully investigate the Designated Sites and thoroughly familiarize him/herself with the requirements of the Agreement. By submitting a proposal for the work pursuant to the Agreement, each Contractor shall be deemed to have made such study and investigation and to be familiar with and accept the condition of the Designated Sites.
4. **INSURANCE.** The Contractor shall take out and maintain during the life of the Agreement workers’ compensation and general liability insurance (including independent contractors’ protective and broad form property damage) in the following amounts:
   1. Bodily Injury: $1,000,000 for each occurrence and $2,000,000 in the aggregate
   2. Property Damage: $1,000,000 for each occurrence and $2,000,000 in the aggregate
   3. Automotive and Truck: $1,000,000 for each occurrence and $2,000,000 in the aggregate

Insurance policies shall name the District as an additional insured. Certificates of insurance or other evidence of insurance shall be furnished to the District by the Contractor prior to performing any work under the Agreement.

1. **BONDS.** 
   1. Performance Bond. A faithful performance bond in the amount of Twenty Thousand Dollars ($20,000) is required as a guarantee that the proposal to provide trash collection/disposal and recycling services in accordance with these Specifications will be carried out.
   2. Bid Bond. A certified or cashier’s check or a bid bond in the amount of Ten Thousand Dollars ($10,000) must be submitted with the bid. This serves as a guarantee that the successful Contractor will enter into the Agreement to perform the work as specified.
2. **DESIGNATED SITES/TRASH PICK UP LOCATIONS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Address** | **Trash Bins**  **3 Yd Front Load** | **Recycle Bins**  **3 Yd Front Load Recycling Service with Locking Lid Comingled** | **Organic Bins**  **2 Yd Front Load** |
| **Administrative Offices** | 3320 Gilman Rd. El Monte, CA 91732 | 1 | 1 | 1 |
| **Maintenance Yard** | 3517 Penn Mar Ave. El Monte, CA 91732 | 1 | 0 | 1 |
| **Baker Elementary School** | 12043 Exline St. El Monte, CA 91732 | 3 | 1 | 1 |
| **Baker Head Start** | 12043 Exline St. El Monte, CA 91732 | 1 | 0 | 1 |
| **Cogswell Elementary School** | 11050 Fineview St. El Monte 91733 | 3 | 1 | 1 |
| **Kranz Intermediate School** | 12460 Fineview St. El Monte, CA 01732 | 2 | 1 | 1 |
| **La Primaria Elementary School** | 4220 Gilman Rd. El Monte, CA 91732 | 2 | 1 | 1 |
| **Madrid Middle School** | 3300 Gilman Rd. El Monte, CA 91732 | 1 | 1 | 1 |
| **Maxson Elementary School** | 12380 Felipe St. El Monte, CA 91732 | 3 | 1 | 1 |
| **Miramonte Elementary School** | 10620 Schmidt Rd. El Monte, CA 91733 | 2 | 2 | 1 |
| **Monte Vista Elementary School** | 11111 Thienes Ave. El Monte, CA 91733 | 3 (One of three trash bins must be a 3Yd Front Load Service w/ Locking Lid) | 1 | 1 |
| **Parkview Elementary School** | 12044 Elliott Ave. El Monte, CA 91732 | 4 | 1 | 1 |
| **Payne Elementary School** | 2850 Mountain View Rd. El Monte, CA 91732 | 2 | 1 | 1 |
| **Twin Lakes Elementary School** | 3900 Gilman Rd. El Monte, CA 91732 | 2 | 2 | 1 |
| **Voorhis Elementary School** | 3501 Durfee Ave. El Monte, CA 91732 | 2 | 1 | 1 |
| **Magnolia Learning Center** | 11919 Magnolia St. El Monte, CA 91732 | 1 | 0 | 0 |

1. **SCOPE OF WORK.**
   1. **WASTE COLLECTION.** CONTRACTOR is required to provide waste collection services at each facility listed Section 6 of this Appendix. Schedule. Service must be provided in accordance with an established schedule, as detailed in Appendix B that will result in waste being timely and properly collected, transported, and disposed in accordance with applicable law and regulations. Contractor will be required to submit monthly reports that show the tonnage of solid waste collected within District.
      1. Basic Trash Collection/Disposal Services. Basic trash collection/disposal services shall be performed five (5) times per week year-round, including summer break but excluding winter and spring breaks (“Basic Trash Collection/Disposal Services”). Basic Trash Collection/ Disposal Services shall not be performed on Saturdays or Sundays or on a legal holiday observed by the District. In the event of a legal holiday observed by the District during a particular week, the five required (5) pickups shall be reduced for that week by the number of such holidays.
      2. Recess Trash Collection/Disposal Services. Trash collection/disposal services during winter and spring breaks shall be performed one (1) time per week (“Recess Trash Collection/Disposal Services”). Recess Trash Collection/Disposal Services shall not be performed on Saturdays or Sundays or on legal holidays observed by the District.
      3. Extra Pickups. Trash pickups in addition to those included in the Basic and Recess Trash Collection/Disposal Services, as defined above, shall be performed at the District’s discretion (“Extra Pickups”). Extra Pickups shall not be performed on Saturdays or Sundays or on a legal holiday observed by the District.
   2. **RECYCLING SERVICE.** CONTRACTOR is required to implement recycling programs that are in compliance with applicable law promulgated by Assembly Bill (AB) 341. Typical recyclables generated at DISTRICT Facilities include all types of paper, aluminum, glass, and plastic containers, plastic packaging, and other recyclable materials. The recycling must be accomplished through source separate collection of approved materials. CONTRACTOR must provide all locations, with addresses, of all recycling facilities that are used for DISTRICT materials, and is responsible for maintaining and updating this information for DISTRICT on a quarterly basis. CONTRACTOR will be required to submit monthly recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled. DISTRICT reserves the right to verify rates and tonnages before payment of invoices. CONTRACTOR shall immediately upon knowledge notify the appropriate DISTRICT Representative of any recyclable commodity that can no longer be diverted from the landfill for whatever reason.
      1. Recycling Services. Recycling services shall be performed one (1) time per week year-round, including summer, winter, and spring breaks (“Recycling Services”). Recycling Services shall not be performed on Saturdays or Sundays or on a legal holiday observed by the District.
   3. **ORGANIC WASTE COLLECTION.** CONTRACTOR is required to implement three-container waste services in compliance with applicable law promulgated by Assembly Bill (AB) 1826 and Senate Bill SB 1383. CONTRACTOR shall provide the Facilities with compliant programs such as organic waste collection, coordination with food rescue organizations to promote edible food recovery, education and outreach, and reporting. Typical organic waste generated at DISTRICT facilities include green waste, food-soiled paper, and some food waste. Organics recycling can be accomplished through composting, anaerobic digestion, or other organics processing. CONTRACTOR must provide all locations, with addresses, of all organics processing facilities that are used for DISTRICT materials, and is responsible for maintaining and updating this information for DISTRICT on a quarterly basis. CONTRACTOR will be required to submit monthly organics recycling reports and copies of load weight tickets and tonnage for the recyclables collected and recycled in accordance with Section 2.5 of this Exhibit. DISTRICT reserves the right to verify rates and tonnages before payment of invoices. CONTRACTOR shall immediately upon knowledge notify the appropriate DISTRICT Representative of any organic waste that can no longer be diverted from the landfill for whatever reason.
      1. Organic Waste Collection/Disposal Services. Organic Waste Collection/Disposal services shall be performed one (1) time per week year-round, including summer, winter, and spring breaks (“Organic Waste Collection/Disposal”). Recycling Services shall not be performed on Saturdays or Sundays or on a legal holiday observed by the District.
   4. **Compliance with Applicable Laws and Regulations.** CONTRACTOR will be responsible to provide all facilities with services compliant with existing laws and regulations as they relate to solid waste, recycling and organic waste collection, disposal, and diversion. In addition, CONTRACTOR will be responsible to provide all reports and data to DISTRICT necessary for submittal to CalRecycle in relation to CONTRACTOR’s performance of solid waste collection, disposal, and diversion obligations under this Agreement. Laws and regulations that are applicable to DISTRICT facilities include the following:
      1. Assembly Bill (AB) 341 requires that a business, including public entities that generates four cubic yards or more of commercial solid waste per week shall arrange for recycling services.
      2. AB 1826 requires public entities, including schools and school district facilities that generate 2 or more cubic yards of solid waste per week to implement an organic waste recycling program to divert organic waste from the facility.
      3. Senate Bill (SB) 1383, the Short-Lived Climate Pollutants Act, established targets of a 50 percent reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025.
   5. Legal Holidays Observed by District. For the initial term of the Agreement, the District will observe the legal holidays set forth below. Should the parties agree to extend the Agreement past the initial term, the District shall provide the Contractor with a revised holiday schedule prior to the expiration of the term then in effect.

**Date** **Holiday**

January 1, 2024 New Year’s Day

January 2, 2024 Local Holiday

January 1-5, 2024 Winter Break

January 15, 2024 Martin Luther King Day

February 12, 2024 President Lincoln’s Birthday

February 19, 2024 President Washington’s Birthday

March 29-April 5, 2024 Spring Break

May 27, 2024 Memorial Day

September 2, 2024 Labor Day

November 11, 2024 Veterans Day

November 27, 2024 Local Holiday

November 28-29, 2024 Thanksgiving Break

December 24-25, 2024 Christmas Break

* 1. Collection Time. Collection of all trash and recycling shall be completed no later than noon on each scheduled collection day. However, no collection of trash or recycling shall occur before 6:00 a.m. Further, the Contractor shall avoid pickups at any Designated Site where the pickup may result in congestion in the parking lot during the normal arrival and dismissal times of students. The failure of the Contractor to adhere to these time constraints shall result in a pro-rata reduction of payment for that site, plus a Ten Dollar ($10) fine.
  2. Conditions. Trash, recycling, and organics disposal will be placed in the containers provided by the Contractor by District personnel. Identifying and moving the containers by the Contractor may be necessary for performance of the services pursuant to the Agreement.
  3. Modification. Modification. The District reserves the right to modify the above schedules if deemed necessary by the District. In the event the schedules provided above are modified, the District shall provide the Contractor with a minimum of thirty (30) calendar days’ prior written notice of said modification.

1. **REPORTING REQUIREMENTS.** District requires consistent and accurate reporting of the information collected by Contractor. Contractor must implement a reporting system for tracking and reporting all waste collection, recycling and diversion information. Contractor will be required to provide District Representatives with the following reports via email no later than 30 days following the end of the previous month:
   1. Types and quantities (weight) of materials disposed.
   2. Types and quantities (weight) of materials recycled.
   3. Types and quantities (weight) of materials composted.
   4. Diversion rate, which is defined as the quantity of materials diverted divided by the total quantity of material collected. The diversion rate data must include the types and quantities of materials that are diverted and disposed.
   5. List of all landfills, compost facilities, material recovery facilities, transfer stations, and/or other processing facilities used by CONTRACTOR in its performance of this Agreement.
2. **BIDS**
   1. Bids shall be good for sixty (60) days after the date set for the opening of bids, and no Contractor may withdraw its bid during this period.
   2. The Board of Education reserves the right to reject any or all bids and to waive any informality or irregularities, in accordance with the best interests of the District.

**APPENDIX B – Service Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Information** | | **Service** | | | |
| **School Site/Department** | **Address** | **Bin Qty** | **Bin Size** | **Frequency** | **Commodity** |
| **Administrative Offices** | 3320 Gilman Road | **1** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Maintenance Yard** | 3517 Penn Mar Ave | **1** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **0** | n/a | n/a | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Baker Elementary School** | 12043 Exline St | **3** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Baker Head Start** | 12043 Exline St | **1** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **0** | n/a | n/a | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Cogswell Elementary School** | 11050 Fineview St | **3** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Kranz Intermediate School** | 12460 Fineview St | **3** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **La Primaria Elementary School** | 4220 Gilman Rd | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Madrid Middle School** | 3300 Gilman Rd | **1** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Maxson Elementary School** | 12380 Felipe St | **3** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Miramonte Elementary School** | 10620 Schmidt Rd | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **2** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Monte Vista Elementary School** | 11111 Thienes Ave | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Parkview Elementary School** | 12044 Elliott Ave | **4** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Payne Elementary School** | 2850 N Mt View Rd | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Twin Lakes Elementary School** | 3900 Gilman Rd | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **2** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week year-round | Organics |
| **Voorhis Elementary School** | 3501 Durfee Ave | **2** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **1** | 3cy | 1/week year-round | Recycle |
| **1** | 2cy | 2/week | Organics |
| **Magnolia Learning Center** | 11919 Magnolia St | **1** | 3cy | 5/week Year-round and Summer Break  1/week Winter Break and Spring Break | Waste |
| **0** | n/a | n/a | Recycle |
| **0** | n/a | n/a | Organics |

District will provide Contractor advance notice should the dates for Summer, Winter, and Spring Break below change:

**Summer Break**, June 13-August 17, 2024

**Winter Break**, January 1-5, 2024

**Spring Break**, March 29-April 5, 2024

1. A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so. [↑](#footnote-ref-1)