



Bid #625

TRASH & RECYCLE PICK-UP SERVICE

for

OXNARD UNION HIGH SCHOOL DISTRICT

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OXNARD UNION HIGH SCHOOL DISTRICT

NOTICE INVITING BIDS

NOTICE IS HEREBY given that the Board of Trustees of the Oxnard Union High School District at 309 South "K" Street, Oxnard California 93030 will receive electronic bids marked **BID #625 TRASH & RECYCLE PICK-UP SERVICE**, up to,

2:00 p.m., July 8, 2020

for all waste hauling and District-wide trash and recycle pick-up service. School site locations are in need of this pick-up service for a period of three (3) years with two (2) one-year extensions.

On said date and time stipulated bids will submitted electronically to Deanna.Rantz@oxnardunion.org and results will be posted on the District website.

Each bid shall be in accordance with specifications and other contract documents on file for examination in the office of the Director of Purchasing of the Oxnard Union High School District, 309 South "K" Street, Oxnard, CA. Bidders considering submitting proposals may obtain copies of Specifications at the district website at <http://www.ouhsd.k12.ca.us/divisions/administrative-services/purchasing-warehousing/rfp/>. Questions must be directed to Deanna Rantz, Director of Purchasing at Deanna.Rantz@oxnardunion.org.

The successful contractor shall furnish a Faithful Performance Bond and shall complete the attached performance bond form in the annual amount of \$25,000.00. This bond must be presented to the Director of Purchasing office no later than 15 days after the OUHSD Board awards the contract to the successful bidder.

The Board of Trustees reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of the materials or services offered. No Bidder may withdraw his bid check or bond for a period of sixty, (60) days after date set for opening thereof.

By order of the Board of Trustees of the OXNARD UNION HIGH SCHOOL DISTRICT,
Oxnard, California.

PUBLISH:
June 21 & 28, 2020

DISTRICT ADDRESSES / BINS REQUIRED / SERVICE FREQUENCY

Adult Ed. 1101 2 nd St. Oxnard, CA 93030	Qty. 1 Garbage: 3-Yard <i>Emptied Daily</i> Qty. 1 Commingled Recycle: 3-Yard <i>Emptied Daily</i> Qty. 1 Brown Waste Recycle: 3-Yard, <i>Emptied Once Weekly</i> Note: Roll-Off Container as needed (25 Yard Typical) at this locations, estimated at Qty. 1 container for 3 months, <i>emptied monthly</i>
Adolfo Camarillo High 4660 Mission Oaks Blvd. Camarillo, CA 93012	Qty. 6 Garbage: 3-Yard <i>Emptied Daily</i> Qty. 4 Commingled Recycle: 3-Yard <i>Emptied Daily</i> Qty. 4 Brown Waste Recycle: 3-Yard, <i>Twice Weekly</i> Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Qty. 5: White Color 35 Gallon Liquid Recycling Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Note: Roll-Off Container as needed (40 Yard Typical) at this location, estimated at Qty. 1 container for 6 months, <i>emptied monthly</i>
Channel Islands High 1400 Raiders Way Oxnard, CA 93033	Qty. 4 Garbage: 3-Yard <i>Emptied Daily</i> Qty. 2 Commingled Recycle: 3-Yard <i>Emptied Daily</i> Qty. 2 Brown Waste Recycle: 3-Yard, <i>Twice Weekly</i> Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Qty. 5: White Color 35 Gallon Liquid Recycling Rolling Container, <i>Emptied Daily</i> (Nutrition Services) Note: Roll-Off Container as needed (40 Yard Typical) at this location, estimated at Qty. 1 container for 6 months, <i>emptied monthly</i>
District Office (warehouse) 309 S. K St. Oxnard, CA 93030	Qty. 1 Garbage: 3-Yard <i>Emptied Daily</i> Qty. 1 Recycle: 3-Yard <i>Emptied Daily</i>
New District Office 1800 Solar Drive Oxnard, CA 93036	Qty. 1 Garbage: 3-Yard <i>Emptied Daily</i> Qty. 1 Commingled Recycle: 3-Yard <i>Emptied Daily</i> Qty. 1 Brown Waste Recycle: 3-Yard, <i>Emptied Once Weekly</i>

Note: Roll-Off Container as needed (25 Yard Typical) at this location, estimated at Qty. 1 container for 3 months, *emptied monthly*

Bus Barn
1200 2nd St.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied Once Weekly*
Qty. 1 Recycle: 3-Yard *Emptied Once Weekly*

Frontier High School
545 Airport Way
Camarillo, CA 93010

Qty. 1 Garbage: 3-Yard *Emptied Daily*
Qty. 1 Commingled Recycle: 3-Yard *Emptied Daily*
Qty. 1 Brown Waste Recycle: 3-Yard, *Emptied Once Weekly*
Note: Roll-Off Container as needed (25 Yard Typical) at this location, estimated at Qty. 1 container for 3 months, *emptied monthly*

CVC
280 Skyway Dr.
Camarillo, CA 93010

Qty. 1 Garbage: 3-Yard Emptied *Twice Weekly*

Hueneme High School
500 Bard Rd.
Oxnard, CA 93033

Qty. 4 Garbage: 3-Yard *Emptied Daily*
Qty. 2 Commingled Recycle: 3-Yard *Emptied Daily*
Qty. 2 Brown Waste Recycle: 3-Yard, *Twice Weekly*
Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, *Emptied Daily* (Nutrition Services)
Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling Container, *Emptied Daily* (Nutrition Services)
Qty. 5: White Color 35 Gallon Liquid Recycling Rolling Container, *Emptied Daily* (Nutrition Services)
Note: Roll-Off Container as needed (40 Yard Typical) at this location, estimated at Qty. 1 each for 6 months, *emptied monthly*

Nueva Vida Building
220 S. K St.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied Daily*
Qty. 1 Commingled Recycle: 3-Yard *Emptied Daily*

Oxnard High School
3400 West Gonzales Rd.
Oxnard, CA 93030

Qty. 6 Garbage: 3-Yard *Emptied Daily*
Qty. 4 Commingled Recycle: 3-Yard *Emptied Daily*
Qty. 4 Brown Waste Recycle: 3-Yard, *Twice Weekly*
Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, *Emptied Daily* (Nutrition Services)
Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Qty. 5: White Color 35 Gallon Liquid Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Note: Roll-Off Container as needed (40 Yard Typical) at this location, estimated at Qty. 1 container for 6 months, *emptied monthly*

Pacific View High
(behind Channel Islands HS)
1701 Gary Dr.
Oxnard, CA 93033

Qty. 1 Garbage: 3-Yard *Emptied Daily*

Qty. 1 Commingled Recycle: 3-Yard *Emptied Daily*

Qty. 1 Brown Waste Recycle: 3-Yard, *Emptied Once Weekly*

Note: Roll-Off Container as needed (25 Yard Typical) at this locations, estimated at Qty. 1 container for 3 months, *emptied monthly*

Pacifica High School
600 E. Gonzales Rd.
Oxnard, CA 93030

Qty. 6 Garbage: 3-Yard *Emptied Daily*

Qty. 4 Commingled Recycle: 3-Yard *Emptied Daily*

Qty. 4 Brown Waste Recycle: 3-Yard, *Twice Weekly*

Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, *Emptied Daily* (Nutrition Services)

Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Qty. 5: White Color 35 Gallon Liquid Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Note: Roll-Off Container as needed (40 Yard Typical) at this location, estimated at Qty. 1 container for 6 months, *emptied monthly*

Rancho Campana
High School
4235 Mar Vista Drive
Camarillo, CA 93010

Qty. 2 Garbage: 3-Yard *Emptied Daily*

Qty. 1 Commingled Recycle: 3-Yard *Emptied Daily*

Qty. 1 Brown Waste Recycle: 3-Yard, *Emptied Once Weekly*

Qty. 2: Blue Color 65 Gallon Container/Tray Recycle Rolling Container, *Emptied Daily* (Nutrition Services)

Qty. 2: Gray Color 65 Gallon "Green" Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Qty. 2: White Color 35 Gallon Liquid Recycling Rolling Container, *Emptied Daily* (Nutrition Services)

Note: Roll-Off Container as needed (25 Yard Typical) at this location, estimated at Qty. 1 container for 6 months, *emptied monthly*

Rio Mesa High
545 Central Ave.
Oxnard, CA 93030

Qty. 4 Garbage: 3-Yard *Emptied Daily*
Qty. 2 Commingled Recycle: 3-Yard *Emptied Daily*
Qty. 2 Brown Waste Recycle: 3-Yard, *Twice Weekly*
Qty. 5: Blue Color 65 Gallon Container/Tray Recycle Rolling
Container, *Emptied Daily* (Nutrition Services)
Qty. 5: Gray Color 65 Gallon "Green" Recycling Rolling
Container, *Emptied Daily* (Nutrition Services)
Qty. 5: White Color 35 Gallon Liquid Recycling Rolling
Container, *Emptied Daily* (Nutrition Services)
Note: Roll-Off Container as needed (40 Yard Typical) at this
location, estimated at Qty. 1 container for 6 months, *emptied
monthly*

West Campus (Rio Mesa)
(across from football field)
533 Central Ave.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied Once Weekly*

BIDDER INSTRUCTIONS

1. **Preparation of Bid Form:** The District invites written proposals on the form attached to be submitted electronically to Deanna.Rantz@oxnardunion.org by **July 8, 2020 at 2:00 p.m.**, the time stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. The Faithful Performance Bond shall be submitted in sealed envelope bearing on the outside the name of the bidder and his address and **“Bid #625 Trash & Recycle Pick-Up Service.”** It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be denied and will not be eligible for award.
2. **Bid Security:** None is required.
3. **Faithful Performance Bond:** Required within 15 calendar days of contract award (\$25,000.00).
4. **Signature:** The Bid Form must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
5. **Modifications:** Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification of the form which 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.
6. **Erasures:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal.
7. **Examination of Contract Documents:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any contract document, form instrument, addendum, or other document shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a written bid shall be taken as prima facie evidence of compliance with this section.
8. **Withdrawal of Bid:** Any bidder may withdraw his bid either personally by written request/email request confirmed in the manner specified above, at any time before the scheduled closing time for the receipt of electronic bids.
9. **Agreements & Bonds:** The agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bond(s) that he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder.
10. **Interpretation of Documents:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the District a written request for an interpretation or correction thereof prior to the announced opening date called for in the invitation for bids. Requests for Clarification must be emailed to Deanna.Rantz@oxnardunion.org , no later than five (5) days prior to the Bid Due Date and Time. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract

documents will be made only by addendum duly issued and a copy of such addendum will be emailed or delivered to each person receiving a set of the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

11. **Bidders Interest in More than One Proposal:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal 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 subproposal or quoting prices to other bidders or making a prime proposal.
12. **Award of Contract:** The District reserves the right to reject any or all bids, or to waive any or all irregularities or informalities in any bid or in the process of receiving bids. As stated in Section 1 of the Information for Firms Submitting Bids, the written bid called for must be received by the bid closing date and must contain all required information to be eligible for award. Following receipt of the bids by the District, the District shall, at its sole discretion, either award a contract to the lowest responsive bidder, or else reject all bids. Criteria that may be considered by the District in assessing the responsibility of bidders may include, but is not limited to, an evaluation of a bidder's:
 - Operational Plan - ability to respond rapidly and effectively to the District's needs for sustained excellent service
 - Financial Capability and Market Presence - ability to provide continued low-cost service with CPI raises only over the life of the contract
 - Experience
 - Prior local (including OUHSD) rubbish/recycle service
 - Costs associated with services to be provided
13. **Evidence of Responsibility:** Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the district satisfactory evidence showing the bidder's financial resources, his industry experience, and his organization and plant facilities available for the performance of the contract. The determination of whether a bidder possesses sufficient responsibility to successfully complete the contract shall be made in the sole discretion of the District. Evidence of non-responsibility shall be grounds for rejection of the bid submitted by the nonresponsive bidder.

General & Special Conditions

The period of performance set forth in this contract will begin on August 12, 2020 and run for a period of three (3) years and by mutual consent, be extended by two (2) additional years in 1-year increments. Each contract year ends on June 30th.

The District shall grant, upon written contractor request, an annual rate adjustment to compensate for inflation. The rate adjustment must be requested **prior to April 1st of each year** for the upcoming fiscal year of service. The adjustment will then take effect on July 1st for that fiscal year. This adjustment will be tied to the Consumers Price Index as a percentage, for all items in the Ventura County area for the preceding one year period ending June 30th.

In addition to the annual CPI adjustment, the contractor shall be entitled to a rate adjustment to accommodate increases in landfill dump fees charged by the local landfill agency, or where ever the trash is dumped. This upward adjustment of landfill dump fee will be calculated as follows:

1. Contractor shall show what percentage (%) and actual amount of the overall cost charged the District is actually attributed to a landfill dump fee.
2. Contractor shall show the County percentage (%) increase in the dump figure.
3. The increase allowed will be equal to the amount of the percentage of the base rate attributed to dump fee divided by the percentage increase in County Fees.

Example: Assume that XYZ company is awarded the District contract, and charges \$40.00 for once a week service for a three (3) Cubic Yard bin. XYZ demonstrates that the dump fees make up 25% of their overall cost of doing business. The County raises the dump fees 20% for the upcoming year. XYZ is entitled to raise the rate for the three yard bin to \$42.00 plus CPI Inflation. This is calculated a follows:

Base Rate = \$40

25% of base Rate is dump fee = \$10

20% raised by County = 20% of \$10 = \$2

New price = Base Rate (\$40) plus dump fee increase (\$2) = \$42

The contractor, when requesting an annual increase, will provide the District with the Consumer Price Index formula information stated above and the Dump Fee calculation. The Contractor Annual Rate adjustments shall be submitted to the District Maintenance Office no later than April 1st for each option year extension. Contractor shall further provide the District with any additional information reasonably requested by the District for purposes of evaluating the annual increase request. In no event shall the District be required to grant a request not supported by sufficient and reasonable evidence of a justified CPI increase or increase in landfill dump fees.

Contractor Must Furnish Equipment.

The contractor will be required to furnish Metal Bins (Dumpsters) in the sizes and the quantities shown in the table of locations attached to this bid package. Bins must be leak proof. All maintenance of trash containers is the contractor's responsibility.

Bins shall be mounted on wheels, kept in good repair for the towing behind of site equipment. The bins shall be equipped with a tow bar, attached in the number and location designated by the District. The bins shall be cleaned periodically to prevent disagreeable or offensive odors. Cleaning must comply with all applicable state and local health codes. Replacement containers must be furnished for containers removed for cleaning. Failure to comply with this responsibility may result in cancellation of the contract. As requested by the District, Contractor must make provisions for locking each bin. District will furnish all locks and necessary keys to the Contractor. The Contractor shall also remove (or paint over) graffiti on the metal bins when requested to do so by the District and must ensure the bins maintain a neat outside appearance continuously throughout the contract. If the number of bins increases or decreases, the contract price will be adjusted equitably. No work will be performed before 7 A.M. and all pick-ups will have taken place no later than 10:30 A.M. The service in this contract is for 5 days a week service (Monday – Friday), 12 months per year.

The contractor shall submit an invoice for each month's completed service to the District Maintenance and Operations office no later than the 10th day of the succeeding month. This invoice will include a summary invoice and a detailed listing of the costs for each site. All invoices must note the Purchase Order submitted to the Contractor on or near July 1st of each fiscal year.

All vehicle operators used in the performance of this contract are to be properly registered, licensed, and insured, and will have any and all necessary permits, to comply with state and local regulations. All vehicles will be marked with the company name and telephone number and shall be kept clean throughout the contract.

The contractor will be responsible for determining and paying any and all fees, and obtaining any and all licenses and permits required for the operation under this contract. The cost of these fees, licenses, and/or permits shall be considered a cost of doing business under the contract, and will not be considered or allowed as a separate cost in the bid or to the District at a later date.

All equipment and methods used by the Contractor to provide trash collection, disposal and recycling under this contract shall comply with federal, state, county, and city law regulations and requirements. It shall be the contractor's responsibility to ascertain which laws, regulations, and requirements are applicable to performance under this contract.

It is the intent of the District to fully cooperate with the cities of Oxnard, Hueneme, Camarillo, and the County of Ventura in implementing its Solid Waste Plan, to include compliance with Assembly Bill 939 recycling guidelines. Therefore, all companies, by submission of your bid, expressly agree to the following:

1. To submit to any future licensing procedures of the agency's listed above.
2. To fully report all tonnages of solid waste picked up in all categories required by AB939 to the applicable city and county authorities, if required.

The Contractor shall upon notification of award, designate a single person to be the liaison to the District Maintenance Department to coordinate contract operations, and resolve operational issues.

Service: Time is of the essence in the performance of this Contract. If the work is not completed in accordance with the attached schedule, it shall be understood that the District will suffer damage. Missed pickup called into the contractor will be responded to no later than 4 hours. For any missed pickup not responded to within four hours of notification from the District, the District shall be credited for missed pickup at the rate of 1-1/2 time the cost of each bin not picked up.

In order to be eligible for award of this contract, a bidder must have had successful prior experience in providing refuse hauling, collection and disposal service with public agencies or similar-sized commercial concerns. The company must also have equipment and facilities necessary and sufficient qualified competent personnel to perform the work and services under this contract. **All bidders must furnish a list of public agencies or commercial concerns they have done, and are performing these services for. Bidders are also required to provide a list of equipment, personnel, and trucks they intend to use for this contract.** The reference list is attached to this bid request and must be completed and returned with your bid package.

Faithful Performance Bond: The successful contractor shall furnish a Faithful Performance Bond and shall complete the attached performance bond form in the annual amount of \$25,000.00. This bond must be presented to the District Director of Purchasing office no later than 15 calendar days after the OUHSD Board awards the contract to the successful bidder.

Insurance: The contractor shall maintain insurance satisfactory to the District and as set forth below during the contract period. Not less than 60 days before new or renewed coverage is required (and within 15 days after first award of contract), he shall furnish Certificates of Insurance for each policy on Liability coverage and Workers Compensation coverage. Certificates shall provide that 60 day notice prior to cancellation will be given to the District.

The Contractor shall carry insurance in effect at all times, with minimum limits of \$2,000,000.00 Public Liability and \$1,000,000.00 Property Damage. An endorsement is to be provided for the Oxnard Union High School District, and the endorsement shall require the Oxnard Union High School District, as well as its board members, officers, employees, agents, and volunteers, to be named as an additional insureds.

Workers Compensation Insurance shall be maintained as required by law and will protect the Contractor from claims which may arise from his operations under the Contract.

If the contractor fails or neglects to keep insurance and business licenses in force and to render said services at the price named, or at the time and places stated herein, then the District may, without further notice or demand, cancel and rescind this contract, and hold the Contractor responsible and liable for all damages which may be sustained thereby or as a result of the Contractor's failure to perform under the terms and conditions of this Contract.

Supervision: The Contractor shall maintain continuous competent supervision satisfactory to the District, of the work performed under this contract, with authority to act for it in all matters pertaining to the work. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or work any unfit person or anyone not skilled in work assigned by him. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work under this contract and shall not again be employed on it except with written consent of the District. Such supervision shall represent the Contractor on the project and shall be fully authorized to receive and fulfill instructions from the District.

Emergency Service: Bidder agrees to perform “emergency callout” service anywhere in the District within 4 hours or less response time for a reasonable, mutually agreed upon additional fee.

Important Note to Bidders: Before entering your prices for each line item, note the following conditions that will apply to your bid.

1. Rates may be raised in future years only in the amounts (and for the reasons) stated in the bid package.
2. The line item prices below must add up to your “total price” for the bid. When new schools are added to the contract (in future years), bidders must agree to add them at these “line item” prices (plus CPI/dump fee increases as described in the BID).
3. Bidders agree to return necessary insurance documents and performance bond to the District within fifteen (15) calendar days of Board Award.
4. Bidders agree to attach sufficient information to the Bid to allow the District to review the bidders proposed operational plan and market presence.
5. Each price listed for school or office on this Bid Form is for the number and type of bins required, emptied on the days, and number of days listed in the attached table of District Sites requiring trash and recycle pick-up.
6. Roll-off bins are included as a single line item on the Bid Form and should include the total cost to cover the total quantity of bins required at all sites as a lump sum.

Bid Form

for District-Wide Trash Pick-Up Services

(Must be submitted with bid package, failure to supply this form may result in rejection of bid)

Page 1 of 2

Company Name: _____

SITE:

ANNUAL PRICE:

Adult Ed. 1101 2 nd St. Oxnard, CA 93030	3 Containers	_____
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Adolfo Camarillo High 4660 Mission Oaks Blvd. Camarillo, CA 93012	29 Containers	_____
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Channel Islands High 1400 Raiders Way Oxnard, CA 93033	23 Containers	_____
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District Office(by warehouse) 309 S. K St. Oxnard, CA 93030	2 Containers	_____
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New District Office 1800 Solar Drive Oxnard, CA 93036	3 Containers	_____
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Bus Barn 1200 2 nd St. Oxnard, CA 93030	2 Containers	_____
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Frontier High School 545 Airport Way Camarillo, CA 93010	3 Containers	_____
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CVC 280 Skyway Dr. Camarillo, CA 93010	1 Container	_____
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Hueneme High School 500 Bard Rd. Oxnard, CA 93033	23 Containers	_____
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Nueva Vida Building	2 Containers	_____
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220 S. K St.
Oxnard, CA 93030

Bid Form for District-Wide Trash Pick-Up Services

(Must be submitted with bid package, failure to supply this form may result in rejection of bid)

Page 2 of 2

Oxnard High School 3400 West Gonzales Rd. Oxnard, CA 93030	29 Containers	_____
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Pacific View High (behind C.I.) 1701 Gary Dr. Oxnard, CA 93033	3 Containers	_____
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Pacifica High School 600 E. Gonzales Rd. Oxnard, CA 93030	29 Containers	_____
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Rancho Campana High School 4235 Mar Vista Drive Camarillo, CA 93010	10 Containers	_____
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Rio Mesa High 545 Central Ave. Oxnard, CA 93030	23 Containers	_____
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West Campus (Rio Mesa) (across from football field) 533 Central Ave. Oxnard, CA 93030	1 Container	_____
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Roll off services as needed – annual cost (all sites):	_____
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Total Annual Bid Price: _____

X _____
(Signature of Authorized Representative)

Date: _____

(Title)

Email: _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700.

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

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

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

Company:	_____
Name:	_____
Signature:	_____
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 this contract.)

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA

COUNTY OF _____

_____ being first duly sworn, deposes
and says that he/she is

_____ (Title)
of _____, the party
making the foregoing

(Name of Bidder)

bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that 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 that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

Notary Public

My Commission Expires:

FAITHFUL PERFORMANCE BOND
(\$25,000.00)

WHEREAS, the Oxnard Union High School District by Board action on the ___ day of _____, 2020, has (name & address of Contractor) hereinafter designated as the "Principal," a contract for the work described as follows:

To furnish all materials, labor, and equipment required **for the trash & recycling service throughout the district sites**, in accordance with the specifications as bid.

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

NOW THEREFORE, _____

Name of principal

of, _____

Address

City of _____ State of _____

As Principal and _____ a corporation organized

and existing under the laws of the State of _____ legally

doing business in California as an admitted surety insurer at _____

City of _____ Address _____

State of California, as Surety, are indebted to _____

District in the sum Twenty Five Thousand and no /100 Dollars

Dollars (\$ 25,000.00) for which payment Principal and Surety bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and, agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or

the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____ 2015.

(Corporate Seal)

Principal
By _____

Typed or Printed Name
Title _____
Surety _____

(Corporate Seal)

By _____

Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that 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 under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.seq.

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.

DATE: _____

CONTRACTOR: _____

BIDDER'S REFERENCES

(Must be submitted with bid package, failure to supply this form may result in rejection of bid)
At least three (3) references of public agencies and services provided in the last five (5) years.

REFERENCE NAMES:

1) Agency Name: _____ Services Provided: _____

Contact: _____ Contract Dates: _____

Telephone: _____ Email: _____

2) Agency Name: _____ Services Provided: _____

Contact: _____ Contract Dates: _____

Telephone: _____ Email: _____

3) Agency Name: _____ Services Provided: _____

Contact: _____ Contract Dates: _____

Telephone: _____ Email: _____

4) Agency Name: _____ Services Provided: _____

Contact: _____ Contract Dates: _____

Telephone: _____ Email: _____

5) Agency Name: _____ Services Provided: _____

Contact: _____ Contract Dates: _____

Telephone: _____ Email: _____