



Bid #634

TRASH & RECYCLE PICK-UP SERVICE

for

OXNARD UNION HIGH SCHOOL DISTRICT

Submit Electronic Bids to: Oxnard Union High School District
Deanna Rantz
Deanna.Rantz@oxnardunion.org
309 South K Street, Building G
Oxnard, CA 93030

Bid Bond/Bid Security due in hard copy by bid due date and time

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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 #634 TRASH & RECYCLE PICK-UP SERVICE**, up to,

2:00 p.m., September 29, 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.

A bid bond by an admitted surety insurer on the form provided by the District, a cashier's check or a certified check, drawn to the order of the Oxnard Union High School District, in the amount of ten percent (10%) of the total annual bid price, shall be sent in hard copy, as a guarantee that the Bidder will, within ten (10) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

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:
September 13 & 20, 2020

BIDDER INSTRUCTIONS

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

Oxnard Union High School District (“District”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder’s bid may be rejected at the sole discretion of District.

1. **Licensing:** A Bidder and any subcontractors must possess the appropriate license and must maintain the license throughout the duration of the contract.
2. **Bid Form:** The District invites written proposals on the form attached to be submitted electronically to Deanna.Rantz@oxnardunion.org by **September 29, 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. Bids not submitted on the District’s required forms shall be deemed nonresponsive and shall not be considered. Bidders shall not modify the Bid Form. It is the sole responsibility of the bidder to see that their 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. Bids will be opened and the results posted online at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>.
3. **Required Forms:** Bidders must supply all information required. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form or Bidder may be deemed nonresponsive:
 - a. Non-Collusion Declaration
 - b. Bid Bond/Bid Security (*hard copy by bid due date and time*)
 - c. References
 - d. Operations Plan, Financial Capability, Market Presence
 - e. Experience, Including Prior Local Experience
4. **Bid Bond/Bid Security:** Bidders must submit with their bids cash, a cashier’s check or a certified check payable to the District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of the annual amount of the Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by the District. Bid Bonds/Bid Security is due in **HARD COPY** by the bid due date and time and must include “**Bid #634 Trash & Recycle Pick-Up Service, Attn: Deanna Rantz**” on the sealed envelope. The Surety on Bidder’s Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents within ten (10) calendar days after the date of Notice of Award, District may deposit Bid Bond, cash, cashier's check or certified check for collection, and proceeds thereof may be retained by District as damages for failure of Bidder to enter into Contract, in the sole discretion of the District.

5. **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.
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. Addenda may be issued to modify this Bid, or parts of the Bid as deemed advisable by the District. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered nonresponsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District and the District website.
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 (**Exhibit A**), which the successful bidder, as Contractor, will be required to execute, and the forms 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 by addendum and posted on the District website, and no bidder

is authorized to rely on any such unauthorized oral interpretation. Questions and answers will be posted on the District website.

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.
12. **Protest:** Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the third (3rd) business day following the bid due date and bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest will not be considered.
 - c. The protest must refer to specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address, telephone and email address of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
13. **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. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder. Bids must be received electronically 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, a review 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 & References
 - Prior local (including OUHSD) rubbish/recycle service

- Costs associated with services to be provided

The Bidder to whom the Contract is awarded shall execute and submit the following documents by 4:00 p.m. of the tenth (10th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.

- a. Agreement (Exhibit A)
- b. Insurance Certificates and Endorsements as required
- c. Worker's Compensation Certificate (attached within bid document)
- d. Drug-Free Workplace Certificate (attached within bid document)
- e. Tobacco-Free Environment Certification (attached within bid document)

14. 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.

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

DISTRICT ADDRESSES / BINS REQUIRED / SERVICE FREQUENCY

Adult Ed.
1101 2nd St.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied 2 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 1 Time/Week*

Adolfo Camarillo High
4660 Mission Oaks Blvd.
Camarillo, CA 93012

Qty. 6 Garbage (*4 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 2 Recycle: 3-Yard *Emptied 2 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

Channel Islands High
1400 Raiders Way
Oxnard, CA 93033

Qty. 4 Garbage (*2 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 2 Recycle: 3-Yard *Emptied 3 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

District Office (Warehouse)
309 S. K St.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied 5 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 2 Times/Week*

New District Office
1800 Solar Drive
Oxnard, CA 93036

Qty. 1 Garbage: 3-Yard *Emptied 5 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 2 Times/Week*

Bus Barn
1200 2nd St.
Oxnard, CA 93030

Qty. 1 Garbage: 3-Yard *Emptied 1 Time/Week*
Qty. 1 Recycle: 3-Yard *Emptied 1 Time/Week*

Frontier High School
545 Airport Way
Camarillo, CA 93010

Qty. 1 Garbage: 3-Yard *Emptied 5 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 2 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*

CVC
280 Skyway Dr.
Camarillo, CA 93010

Qty. 1 Garbage: 3-Yard *Emptied 2 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 1 Time/Week*

Hueneme High School
500 Bard Rd.
Oxnard, CA 93033

Qty. 4 Garbage (*2 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 2 Recycle: 3-Yard *Emptied 3 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

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

Qty. 1 Garbage: 3-Yard *Emptied 5 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 1 Time/Week*

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

Qty. 6 Garbage (*4 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 2 Recycle: 3-Yard *Emptied 3 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

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

Qty. 1 Garbage: 3-Yard *Emptied 2 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 2 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*

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

Qty. 6 Garbage (*4 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 3 Recycle: 3-Yard *Emptied 3 Times/Week*
Qty. 2 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

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

Qty. 2 Garbage (*1 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 1 Recycle: 3-Yard *Emptied 5 Time/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

Rio Mesa High
545 Central Ave.
Oxnard, CA 93030

Qty. 4 Garbage (*3 with Tow): 3-Yard *Emptied 5 Times/Week*
Qty. 2 Recycle: 3-Yard *Emptied 3 Times/Week*
Qty. 1 *Green Waste (Tow): 3-Yard *Emptied 1 Time/Week*
Qty. 3 **Food/Organic Waste *Emptied 3 Times/Week*

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

Qty. 1 Garbage: 3-Yard *Emptied 1 Time/Week*

***Requires wheels and towing option. All Green Waste requires wheel and tow option on bins.**

****Food/Organic Waste Bins - must be a green bin with yellow lid, 32- gallons. These bins must be in stock, and in rotation at all times with 3 empty bins left on campus.**

General & Special Conditions

The period of performance set forth in this contract will begin on, or about, October 15, 2020, or upon receipt of agreement and required documents, 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 wherever 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 as 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" or "Bins") 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 bins are the contractor's responsibility.

Bins, when specified, 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. All Green Waste containers must have the towing option. An example of the required tow bins are as follows:



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 number submitted to the Contractor on or near July 1st of each fiscal year, or upon contract award.

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 qualified, competent personnel to perform the work and services under this contract. **Bidders are also required to provide a list of equipment, personnel, and trucks they intend to use for this contract, once the contract is awarded.** The reference list is attached to this bid request and must be completed and returned with your bid package. **All bidders must furnish a list of public agencies or commercial concerns they have done and are performing these services for.**

Insurance: The contractor shall maintain insurance satisfactory to the District and as set forth in the Agreement (Exhibit A). Not less than 60 days before new or renewed coverage is required (and within 10 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. 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 must add up to your “total annual bid 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 to the District within ten (10) calendar days of Notice of 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 services.
6. Roll-off bins are included as a per bin price on the Bid Form and when needed, will be requested by the District. Because these bins are requested on an as-needed basis, a separate PO will be issued for these bins. The per bin price listed on the Bid Form is the price used for the duration of the contract and must match any invoiced pricing.

BID FORM
for District-Wide Trash Pick-Up Services
Bid 634

(All 4 pages must be submitted with bid package, failure to supply this form may result in rejection of bid)

To: Governing Board of the Oxnard Union High School District ("District")

Company Name: _____

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents for Bid 634 and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<u>SITE</u>		<u>ANNUAL PRICE</u>
Adult Ed. 1101 2 nd St. Oxnard, CA 93030	2 Containers	_____
<i>*Note: This site will become part of the New District Office on Solar Drive within the first year of this contract.</i>		
Adolfo Camarillo High 4660 Mission Oaks Blvd. Camarillo, CA 93012	12 Containers	_____
Channel Islands High 1400 Raiders Way Oxnard, CA 93033	10 Containers	_____
District Office (by warehouse) 309 S. K St. Oxnard, CA 93030	2 Containers	_____
New District Office 1800 Solar Drive Oxnard, CA 93036	2 Containers	_____
Bus Barn 1200 2 nd St. Oxnard, CA 93030	2 Containers	_____
Frontier High School 545 Airport Way Camarillo, CA 93010	3 Containers	_____

BID FORM
for District-Wide Trash Pick-Up Services
Bid 634

CVC 280 Skyway Dr. Camarillo, CA 93010	2 Containers	_____
Hueneme High School 500 Bard Rd. Oxnard, CA 93033	10 Containers	_____
Nueva Vida Building 220 S. K St., Oxnard	2 Containers	_____
Oxnard High School 3400 West Gonzales Rd. Oxnard, CA 93030	12 Containers	_____
Pacific View High (behind C.I.) 1701 Gary Dr. Oxnard, CA 93033	3 Containers	_____
Pacifica High School 600 E. Gonzales Rd. Oxnard, CA 93030	14 Containers	_____
Rancho Campana High School 4235 Mar Vista Drive Camarillo, CA 93010	7 Containers	_____
Rio Mesa High 545 Central Ave. Oxnard, CA 93030	10 Containers	_____
West Campus (Rio Mesa) (across from football field) 533 Central Ave. Oxnard, CA 93030	1 Container	_____

Total Annual Bid Price: _____

DO NOT INCLUDE IN TOTAL ANNUAL BID PRICE

Roll off services as needed – (cost per container 25-yard bin): _____

Roll off services as needed – (cost per container 40-yard bin): _____

BID FORM
for District-Wide Trash Pick-Up Services
Bid 634

A. The undersigned has review the Work outlined in the Contract Documents and fully understand the scope of Work required in this Proposal, understands the functions described in the Contract Documents, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

B. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District bid contact before bid date to verify the issuance of any clarifying addenda.

C. The undersigned agrees to commence work under this Contract by the date established in the Contract Documents.

D. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

E. The following documents are attached hereto:

- i. Non-Collusion Declaration
- ii. Bid Bond/Bid Security (*hard copy by bid due date and time*)
- iii. References
- iv. Operations Plan, Financial Capability, Market Presence
- v. Experience, Including Prior Local Experience

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

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

BID FORM
for District-Wide Trash Pick-Up Services
Bid 634

G. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.

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

X_____ Date: _____
(Signature of Authorized Representative)

_____ Email: _____
(Title)

(Address)

**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:

BID BOND

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 _____/100 Dollars

Dollars (\$_____) 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 _____ 2020.

(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: _____